

# **Exhibit A to Third Party Complaint**

**IN THE UNITED STATES DISTRICT COURT**  
**FOR THE DISTRICT OF MARYLAND**

Pacesetter Homes, Inc. (Howard County) Plaintiff	:	Civil Number 1:20-cv-02478
v.		: Jury Trial Demand
GBL Custom Home Design, Inc. (Carroll County) Defendant	:	
	:	
CRH Contracting, LLC (Carroll County) Defendant	:	
	:	
GARCEAU Realty, Inc. (Harford County) Defendant	:	

**COMPLAINT AND JURY DEMAND**

Pacesetter Homes, Inc. (“Plaintiff”) brings this suit against GBL Custom Home Design, Inc., CRH Contracting, LLC, and GARCEAU Realty, Inc. for copyright infringement, unfair competition, and unjust enrichment. Plaintiff seeks injunctive relief and compensatory and punitive damages. In support of this Complaint, Plaintiff states:

**Parties**

(1) Plaintiff, Pacesetter Homes, Inc. is corporation organized and existing under the laws of the State of Maryland, with its principal business address at 3829 Palmetto Court, Ellicott City, Maryland 21043.

(2) Upon information and belief, Defendant GBL Custom Home Design, Inc. (hereafter “GBL”) is a corporation organized and existing under the laws of the State of

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Maryland, with its principal place of business at 4500 Black Rock Road, P.O. Box 709, Hampstead, Maryland 21074.

(3) Upon information and belief, Defendant CRH Contracting, LLC (hereafter “CRH”) is a limited liability company organized and existing under the laws of the State of Maryland, with its principal place of business at 695 Garden Court, Westminster, Maryland 21157.

(4) Upon information and belief, Defendant Garceau Reality, Inc. (hereafter “GARCEAU”) is a corporation organized and existing under the laws of the State of Maryland, with its principal place of business at 303 S. Main Street, Bel Air, Maryland 21014.

### **Jurisdiction and Venue**

(5) This action arises under the Copyright Act of 1976 (“The Copyright Act”) and the Architectural Works Copyright Protection Act of 1990 (“AWCPA”), both codified at , 17 U.S.C. § 101 et seq. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a) and (b).

(6) This Court has supplemental jurisdiction over Plaintiff’s remaining claims under 28 U.S.C. § 1338(b) and 28 U.S.C. § 1367(a). These claims are related to other claims in the action over which this Court has original jurisdiction in that they form a part of the same case for controversy under Article III of the United States Constitution.

(7) Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) and (c) and 28 U.S.C. § 1400(a).

**Factual Background**

(8) Plaintiff owns all rights, title and interest in and to Copyright Registration VAu001386910 having an effective date of 28 January 2020 for Architectural Plans associated with a work entitled “Pacesetter Homes Charlotte Model.”

(9) A photocopy of a printout from the Copyright Office showing issuance of the copyrighted work as Copyright Registration VAu001386910 is attached as Exhibit A which includes a photocopy of the Copyright Application as filed by Pacesetter Homes for the Pacesetter Homes Charlotte Model.

(10) The U.S. Copyright Office, during the current pandemic crisis, is not mailing original Copyright Certificates, as shown in the attached Exhibit B. Thus, the Copyright Registration Number is only listed on the website of the Copyright Office.

(11) Plaintiff completed Architectural Plans for the Pacesetter Homes Charlotte Model during the year 2017. These plans are the subject matter of Plaintiff’s Copyright Registration (Exhibit A).

(12) Plaintiff filed the Architectural Plans with the public offices of Baltimore County Building Plans Review, in preparation to construct the Pacesetter Homes Charlotte Model as a residence at 4112 Baltimore St., Baltimore, Maryland, 21227.

(13) Plaintiff listed the Architectural Plans for the Pacesetter Homes Charlotte Model on a Multiple Listing Website on 7 December 2017, namely the Bright MLS website (available on the Internet at [www.brightmls.com](http://www.brightmls.com)) (“MLS”). This listing showed the Architectural Plans including floor plan drawings for multiple levels and photographs of interior rooms of the Pacesetter Homes Charlotte Model as actually constructed. Copies of online pages of this listing are attached as Exhibit C.

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(14) Plaintiff is the designer and builder for the construction of the Pacesetter Homes Charlotte Model located at 4112 Baltimore St., Baltimore, Maryland, 21227. The construction of the Pacesetter Homes Charlotte Model at this location was completed and subsequently sold by Plaintiff (settlement was held on or about 20 January 2019).

(15) Plaintiff is the author of the Architectural Plans for the Pacesetter Homes Charlotte Model provided in the Copyright Registration (Exhibit A).

(16) In December 2019, while scanning a number of Multiple Listing Websites, including “MLS,” Plaintiff became aware of a house which was said to be under construction, having a listed address at 2808 New York Avenue, Baltimore, Maryland 21227. The owner of the property was identified as CRH, and the listing office was identified as GARCEAU. This listing is shown in attached Exhibit D.

(17) As shown in attached Exhibit D, the listing for “2808 New York Avenue” showed substantially the same Architectural Plans and, additionally, unauthorized copies of Plaintiff’s floor plan drawings and photographs of the interior rooms of Plaintiff’s constructed Pacesetter Homes Charlotte Model which as they appeared in Plaintiff’s own listing (Exhibit C).

(18) Plaintiff, upon further viewing a number of Multiple Listing Websites including “MLS” in January 2020, discovered another listing for a house having a listed address at 5415 W. North Avenue, Baltimore, Maryland 21207. This listing is shown in attached Exhibit E.

(19) As shown in attached Exhibit E, the listing for “5415 W. North Avenue” showed substantially the same Architectural Plans and the unauthorized copies of Plaintiff’s floor plan drawings and photographs of the interior rooms of Plaintiff’s constructed Pacesetter Homes Charlotte Model, with the builder being identified as CRH and the listing office being identified as GARCEAU.

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(20) Plaintiff, upon further viewing a number of Multiple Listing Websites including “MLS” in January 2020, discovered yet another listing for a house having a listed address at 5411 W. North Avenue, Baltimore, Maryland 21207. This listing is shown in attached Exhibit F.

(21) As shown in attached Exhibit F, the listing for “5411 W. North Avenue” showed substantially the same Architectural Plans and the unauthorized copies of Plaintiff’s floor plan drawings and photographs of the interior rooms of Plaintiff’s constructed Pacesetter Homes Charlotte Model, with the builder being identified as CRH and the listing office being identified as GARCEAU.

(22) Plaintiff by its Attorney prepared a cease and desist letter to CRH to cease and desist from infringing activities, including construction of the house at 2808 New York Avenue, Baltimore, Maryland 21227. This cease and desist letter was sent on or about 29 January 2020, and a copy is attached as Exhibit G.

(23) Plaintiff and Plaintiff’s Attorney to this date have not received a response to this 29 January 2020 cease and desist letter.

(24) Plaintiff personally went to the public offices of Baltimore County Building Plans Review in July 2020 and had the original building plan filing for 2808 New York Avenue, Baltimore, Maryland 21227 pulled, obtaining photographs of pertinent pages of the proposed architectural plans as filed (the “New York Avenue plans”).

(25) Copies of these photographs of pertinent pages of the New York Avenue plans, as filed with Baltimore County Building Plans Review, are attached as Exhibit H.

(26) The filed New York Avenue plans were dated July 2019, and identify GBL as the designer who prepared the New York Avenue plans.

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(27) The New York Avenue plans are substantially the same as Plaintiff's Architectural Plans of the Pacesetter Homes Charlotte Model, as evidenced in the Deposit provided in Plaintiff's Copyright Application and resulting Copyright Registration (Exhibit A).

(28) Plaintiff then discovered another listing for a house having a listed address at 1827 Woodside Avenue, Lansdowne, Maryland 21227. This listing is shown in attached Exhibit I.

(29) As shown in attached Exhibit I, the listing for "1827 Woodside Avenue" describes the house as presently under construction, with the builder being identified as CRH and the listing office being identified as GARCEAU.

(30) As shown in attached Exhibit I, the listing for "1827 Woodside Avenue" shows substantial similarities to Plaintiff's Pacesetter Homes Charlotte Model, as shown in attached Exhibit I.

(31) Upon discovering Defendant CRH's listing for "1827 Woodside Avenue," Plaintiff attempted to investigate the proposed architectural plans for the Woodside Avenue property, but found that there were no proposed architectural plans actually shown in the papers filed with Baltimore County Building Plans Review.

(32) Instead, the property plans for "1827 Woodside Avenue" were in fact the same plans for Defendant CRH's house located at 2808 New York Avenue, Baltimore, Maryland 21227 (the New York Avenue plans). Defendant CRH had requested that the New York Avenue plans be made "Permanent Plans" which could be used for future houses embodying the same plans without the necessity of having the proposed plans further reviewed and approved.

(33) Defendant CRH's house located at 2808 New York Avenue, Baltimore, Maryland 21227 is approximately eight (8) blocks from Plaintiff's original Pacesetter Homes Charlotte

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Model, at 4112 Baltimore St., Baltimore, Maryland, 21227. A map showing the proximity of the two homes is attached as Exhibit J, showing the homes are within approximately 0.7 miles of each other.

(34) In the plans for both 2808 New York Avenue and 1827 Woodside Avenue, Defendant GBL copied the Architectural Plans of Plaintiff's Pacesetter Homes Charlotte Model, for a house to be built by Defendant CRH, by substantially reproducing the Architectural Plans of Plaintiff's Pacesetter Homes Charlotte Model (Exhibit C), which is protected by Plaintiff's Copyright Registration.

(35) Defendant GBL even used in its copied design (Exhibit H) almost an exact plan and arrangement of the interior second floor Bathroom area, Linen Closet area, and HVAC area shown in the Plaintiff's original listing of the Pacesetter Homes Charlotte Model (Exhibit C).

(36) Defendant GBL also used in its copied design (Exhibit H) almost the entire second floor Spatial Plan of Plaintiff's original listing of the Pacesetter Homes Charlotte Model (Exhibit C).

(37) Defendant GBL also used in its copied design (Exhibit H) the entire first floor Spatial Plan of Plaintiff's original listing of the Pacesetter Homes Charlotte Model (Exhibit C), including the powder room layout and configuration of the appliance placements.

(38) Defendant GBL also used in its copied design (Exhibit H) the exact layout and placement of kitchen appliances in the kitchen as presented in Plaintiff's original listing of the Pacesetter Homes Charlotte Model (Exhibit C).

(39) On information and belief, Defendant GBL sold or otherwise received compensation from Defendant CRH for providing Defendant CRH with Plaintiff's copied Architectural Plans which are protected by Plaintiff's Copyright Registration (Exhibit A).



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(40) Defendant CRH, either alone or in cooperation with Defendant GBL, submitted copied Architectural Plans obtained from Defendant GBL to the public offices of Baltimore County Building Plans Review for approval of construction at 2808 New York Avenue, presenting such copied Architectural Plans as its own.

(41) Defendant CRH, either alone or in cooperation with Defendant GARCEAU, caused the listing of the planned house at 2808 New York Avenue, Baltimore, Maryland 21227 (Exhibit D) on a Multiple Listing Website, depicting Plaintiff's Architectural Plans as shown in Plaintiff's original listing (Exhibit C). This was unknown to, and unauthorized by, the Plaintiff.

(42) Defendant CRH, either alone or in cooperation with GARCEAU, presented interior photographs in the "2808 New York Avenue" listing (Exhibit D), which were not of any house at that location, but exact copies of Plaintiff's listed photographs (Exhibit C). This was unknown to, and unauthorized by, the Plaintiff.

(43) Defendant CRH submitted copied Architectural Plans obtained from Defendant GBL to the public offices of Baltimore County Building Plans Review for approval of construction at 2808 New York Avenue, presenting such copied Architectural Plans as its own.

(44) Defendant CRH, either alone or in cooperation with Defendant GARCEAU, caused the listing of the planned house at 5415 W. North Avenue, Baltimore, Maryland 21207 (Exhibit E) on a Multiple Listing Website, depicting Plaintiff's Architectural Plans as shown in Plaintiff's original listing (Exhibit C). This was unknown to, and unauthorized by, the Plaintiff.

(45) Defendant CRH, either alone or in cooperation with GARCEAU, presented interior photographs in the "5415 W. North Avenue" listing (Exhibit E), which were not of any house at that location, but exact copies of Plaintiff's listed photographs (Exhibit C). This was unknown to, and unauthorized by, the Plaintiff.

(46) Defendant CRH, either alone or in cooperation with Defendant GARCEAU, caused the listing of the planned house at 5411 W. North Avenue, Baltimore, Maryland 21207 (Exhibit F) on a Multiple Listing Website, depicting Plaintiff's Architectural Plans as shown in Plaintiff's original listing (Exhibit C). This was unknown to, and unauthorized by, the Plaintiff.

(47) Defendant CRH, either alone or in cooperation with GARCEAU, presented interior photographs in the "5411 W. North Avenue" listing (Exhibit F), which were not of any house at that location, but exact copies of Plaintiff's listed photographs (Exhibit C). This was unknown to, and unauthorized by, the Plaintiff.

(48) Defendant CRH, either alone or in cooperation with Defendant GARCEAU, caused the listing of the planned house at 1827 Woodside Avenue, Lansdowne, Maryland 21227 (Exhibit I) on a Multiple Listing Website. The "1827 Woodside Avenue" listing depicted a house apparently being built at the present time by the Defendant CRH.

(49) The construction at 1827 Woodside Avenue, Lansdowne, Maryland 21227 uses the same architectural plans as were presented to the public offices of Baltimore County Building Plans Review in the construction at 2808 New York Avenue, Baltimore, Maryland 21227, which are protected by Plaintiff's Copyright Registration (Exhibit A).

(50) Defendant GARCEAU, either alone or in cooperation with Defendant CRH, caused the listing of the planned house at 2808 New York Avenue, Baltimore, Maryland 21227 (Exhibit D) on a Multiple Listing Website, depicting Plaintiff's Architectural Plans as shown in Plaintiff's original listing (Exhibit C). This was unknown to, and unauthorized by, the Plaintiff.

(51) Defendant GARCEAU, either alone or in cooperation with Defendant CRH, caused the listing of the planned house at "5415 W. North Avenue" (Exhibit E) on a Multiple

Listing Website, depicting Plaintiff's Architectural Plans as shown in Plaintiff's original listing (Exhibit C). This was unknown to, and unauthorized by, the Plaintiff.

(52) Defendant GARCEAU, either alone or in cooperation with Defendant CRH, caused the listing of the planned house at "5411 W. North Avenue" (Exhibit F) on a Multiple Listing Website, depicting Plaintiff's Architectural Plans as shown in Plaintiff's original listing (Exhibit C). This was unknown to, and unauthorized by, the Plaintiff.

(53) Defendant GARCEAU, either alone or in cooperation with Defendant CRH, caused the listing of the planned house at "1827 Woodside Avenue" (Exhibit I) on a Multiple Listing Website, depicting Plaintiff's Architectural Plans as shown in Plaintiff's original listing (Exhibit C). This was unknown to, and unauthorized by, the Plaintiff.

**Defendant GBL Copyright Infringement:**

(54) Defendant GBL purportedly is a company that provides custom home design as indicated in the GBL Website [www.gblhomedesign.com](http://www.gblhomedesign.com).

(55) Defendant GBL had access to Plaintiff's Architectural Plans listed in Plaintiff's original listing of the Pacesetter Homes Charlotte Model (Exhibit C) on the Multiple Listing Website "MLS," which is accessible by, and used extensively by, Realty Companies and Companies associated with the Realty Industry.

(56) Defendant GBL had further access to Plaintiff's Architectural Plans shown as Spatial Plans in Exhibit C by direct review of Plaintiff's Architectural Plans filed at the public offices of Baltimore County Building Plans Review.

(57) Defendant GBL, acting alone or in cooperation with Defendant CRH, had the opportunity to obtain Plaintiff's Architectural Plans, because Architectural Plans are available at the public offices of Baltimore County Building Plans Review.

(58) Defendant GBL, either acting alone or in cooperation with Defendant CRH, copied Plaintiff's Architectural Plans for the Pacesetter Homes Charlotte Model, which are protected by Plaintiff's Copyright Registration.

(59) Defendant GBL, in cooperation with Defendant CRH, transferred the copied Plaintiff's Architectural Plans of the Pacesetter Homes Charlotte Model for monetary or some other type of compensation, for the sole benefit of Defendant GBL or for cooperative benefit of Defendant GBL and Defendant CRH.

**Defendant CRH Copyright Infringement:**

(60) Defendant CRH secured Plaintiff's copied Architectural Plans for the Pacesetter Homes Charlotte Model from Defendant GBL for the purpose of building the house listed as "2808 New York Avenue" (Exhibit D).

(61) Defendant CRH, either acting alone or in cooperation with Defendant GARCEAU, provided Spatial Plans directly derived from Plaintiff's Architectural Plans on the Multiple Listing Website "MLS" (Exhibit D), for the purpose of advertising or otherwise informing the Realty Industry of the Defendant CRH's intention of the construction of the "2808 New York Avenue" property.

(62) Defendant CRH, in the "2808 New York Avenue" listing (Exhibit D) on the "MLS" Website, included unauthorized copies of photographs of the interior rooms of Plaintiff's

Pacesetter Homes Charlotte Model, as listed by Plaintiff in the listing of the Pacesetter Homes Charlotte Model (Exhibit C).

(63) Defendant CRH, either acting alone or in cooperation with Defendant GARCEAU, provided Spatial Plans directly derived from Plaintiff's copied Architectural Plans on the Multiple Listing Website "MLS" (Exhibit E), for the purpose of advertising or otherwise informing the Realty Industry of the Defendant CRH's intention of the construction of the "5415 W. North Avenue" property.

(64) Defendant CRH, in the "5415 W. North Avenue" listing (Exhibit E), included unauthorized copies of photographs of the interior rooms of Plaintiff's Pacesetter Homes Charlotte Model, as listed by Plaintiff in the listing of the Pacesetter Homes Charlotte Model (Exhibit C).

(65) Defendant CRH, either acting alone or in cooperation with Defendant GARCEAU, provided Spatial Plans directly derived from Plaintiff's copied Architectural Plans on the Multiple Listing Website "MLS" (Exhibit F), for the purpose of advertising or otherwise informing the Realty Industry of the Defendant CRH's intention of the construction of the "5411 W. North Avenue" property.

(66) Defendant CRH, in the "5411 W. North Avenue" listing (Exhibit F), included unauthorized copies of photographs of the interior rooms of Plaintiff's Pacesetter Homes Charlotte Model, as listed by Plaintiff in the listing of the Pacesetter Homes Charlotte Model (Exhibit C).

(67) Defendant CRH applied to the public offices of Baltimore County Building Plans Review to have the architectural plans of the "2808 New York Avenue" property, which are

Plaintiff's copied Architectural Plans protected by Plaintiff's Copyright Registration, approved as "Permanent Plans."

(68) On information and belief, Defendant CRH is presently constructing a house located at 1827 Woodside Avenue, Lansdowne, Maryland 21227, based upon the "Permanent Plans" which are Plaintiff's copied Architectural Plans protected by Plaintiff's Copyright Registration.

(69) Defendant CRH listed a house under construction on the Multiple Listing Website "MLS" having the projected address of "1827 Woodside Avenue, Lansdowne, Maryland 21227," which uses Plaintiff's copied Architectural Plans of Plaintiff's Pacesetter Homes Charlotte Model (Exhibit C).

(70) Defendant CRH had access to Plaintiff's Architectural Plans listed in Plaintiff's original listing of the Pacesetter Homes Charlotte Model (Exhibit C) on the Multiple Listing Website "MLS," which is accessible by, and used extensively by, Realty Companies and Companies associated with the Realty Industry.

(71) Defendant CRH had further access to Plaintiff's Architectural Plans shown as Spatial Plans in Exhibit C by direct review of Plaintiff's Architectural Plans filed at the public offices of Baltimore County Building Plans Review.

(72) Defendant CRH, acting alone or in cooperation with Defendant GBL, had the opportunity to obtain Plaintiff's Architectural Plans, because Architectural Plans are available at the public offices of Baltimore County Building Plans Review.

(73) Defendant CRH had the opportunity to obtain Plaintiff's Architectural Plans of the Pacesetter Homes Charlotte Model as listed in Exhibit C through its business relationship with Defendant GBL.

(74) Defendant CRH had the opportunity to use Plaintiff's Architectural Plans in the construction of the house at 2808 New York Avenue, Baltimore, Maryland 21227, since Plaintiff's original "MLS" listing address of the Pacesetter Charlotte Homes Model at 4112 Baltimore St., Baltimore, Maryland, 21227 (Exhibit C) is in close proximity thereto. As is shown in the schematic map Exhibit J, the two properties are located a scant 0.7 miles from each other.

**Defendant CRH Unfair Competition and Trade Practices:**

(75) Plaintiff and Defendant CRH are direct competitors in the field of home design and construction both in the marketplace and online.

(76) Plaintiff is a well-known and respected designer, as well as a builder of homes throughout the State of Maryland for over 30 years with a valued reputation of providing well-built custom homes to its buyers.

(77) Defendant CRH has unfairly usurped Plaintiff's creativity in designing and constructing housings which Plaintiff has created through its own ingenuity and creativeness.

(78) Defendant CRH has willfully used Plaintiff's Architectural Plans for opportunistically using another's Copyrighted work for its own benefit.

(79) Defendant CRH was well aware of Plaintiff's creative Architectural Plans, as evidenced by the notice given to it by Plaintiff's Attorney, as shown in Exhibit G, and chose to ignore this notice.

(80) Plaintiff has spent considerable time and resources to create and develop its own Architectural Plans. Defendant CRH cut corners in listing, developing and building houses by usurping Plaintiff's Copyrighted Work and using Plaintiff's Architectural Drawings to unfairly compete against Plaintiff, all to the detriment of Plaintiff.

**Defendant GARCEAU Copyright Infringement:**

(81) Defendant GARCEAU purportedly is a Realty company that provides Real Estate services as indicated on the GARCEAU Website [www.garceaurealty.com](http://www.garceaurealty.com).

(82) Defendant GARCEAU, either acting alone or in cooperation with Defendant CRH, caused the listing of the “2808 New York Avenue” property on the Multiple Listing Website “MLS” (Exhibit D). This listing included Spatial Plans directly derived from Plaintiff’s Architectural Plans, as shown in Plaintiff’s original listing of the Pacesetter Homes Charlotte Model (Exhibit C), which is protected by Plaintiff’s Copyright Registration.

(83) Defendant GARCEAU, either acting alone or in cooperation with Defendant CRH, included on the “MLS” Website in conjunction with the “2808 New York Avenue” listing unauthorized copies of photographs of the interior rooms of Plaintiff’s Pacesetter Homes Charlotte Model, as listed by Plaintiff in the listing of the Pacesetter Homes Charlotte Model (Exhibit C).

(84) Defendant GARCEAU, either acting alone or in cooperation with Defendant CRH, caused the listing of the “5415 W. North Avenue” on the Multiple Listing Website “MLS” (Exhibit E). This listing included Spatial Plans directly derived from Plaintiff’s Architectural Plans, as shown in Plaintiff’s original listing of the Pacesetter Homes Charlotte Model (Exhibit C), which is protected by Plaintiff’s Copyright Registration.

(85) Defendant GARCEAU, either acting alone or in cooperation with Defendant CRH, included on the “MLS” Website in conjunction with the “5415 W. North Avenue” listing unauthorized copies of photographs of the interior rooms of Plaintiff’s Pacesetter Homes



Charlotte Model, as listed by Plaintiff in the listing of the Pacesetter Homes Charlotte Model (Exhibit C).

(86) Defendant GARCEAU, either acting alone or in cooperation with Defendant CRH, caused the listing of the “5411 W. North Avenue” property on the Multiple Listing Website “MLS” (Exhibit F). This listing included Spatial Plans directly derived from Plaintiff’s Architectural Plans, as shown in Plaintiff’s original listing of the Pacesetter Homes Charlotte Model (Exhibit C), which is protected by Plaintiff’s Copyright Registration.

(87) Defendant GARCEAU, either acting alone or in cooperation with Defendant CRH, included on the “MLS” Website in conjunction with the “5411 W. North Avenue” listing unauthorized copies of photographs of the interior rooms of Plaintiff’s Pacesetter Homes Charlotte Model, as listed by Plaintiff in the listing of the Pacesetter Homes Charlotte Model (Exhibit C).

(88) Defendant GARCEAU, either acting alone or in cooperation with Defendant CRH, caused the listing of a house presently under construction at “1827 Woodside Avenue” property on the Multiple Listing Website “MLS” (Exhibit I), which is being constructed in accordance with Plaintiff’s copied Architectural Plans protected by Plaintiff’s Copyright Registration.

## COUNT I

### **Federal Copyright Infringement (17 U.S.C. § 101 et seq.) Against Defendant GBL**

(89) Plaintiff repeats, re-alleges, and incorporates by reference, as though fully set forth herein, the allegations contained in all preceding paragraphs.

(90) Plaintiff is the owner of all rights, title, and interest in and to the Architectural Plans for the Pacesetter Homes Charlotte Model.

(91) Defendant GBL has copied and reproduced the Architectural Plans for the Pacesetter Homes Charlotte Model, and derivations thereof, without the consent, permission, or authority of Plaintiff, thereby directly infringing Plaintiff's copyrights in the Architectural Plans.

(92) Defendant GBL has transferred its alleged "rights" in the Architectural Plans for the Pacesetter Homes Charlotte Model to other parties, without the consent, permission, or authority of Plaintiff, thereby directly infringing Plaintiff's copyrights in the Architectural Plans.

(93) Defendant GBL's conduct constitutes infringement of Plaintiff's copyrights in the Architectural Plans and exclusive rights to the same under the Copyright Act in violation of Sections 106 and 501 of the Copyright Act, 17 U.S.C. §§ 106 and 501.

(94) Each infringement of Plaintiff's rights in and to the Architectural Plans constitutes a separate and distinct act of infringement.

(95) As a direct and proximate result of Defendant GBL's infringement of Plaintiff's copyrights and exclusive rights to the Architectural Plans, Plaintiff is entitled to its damages and Defendant GBL's profits pursuant to 17 U.S.C. § 504(b) in such amount as may be proven at trial. Plaintiff is also entitled to prejudgment interest on any damage award.

(96) In the alternative to the actual damages and infringer profits sought above, Plaintiff is entitled to an award of statutory damages for all infringements of Plaintiff's Architectural Plans, as permitted by 17 U.S.C. § 504(c).

(97) Pursuant to 17 U.S.C. § 502, Plaintiff is entitled to preliminary and permanent injunctions prohibiting Defendant GBL from further infringement of its copyrights, including but not limited to the further use of infringing plans, creation or use of derivative plans, the creation

and distribution of non-pictorial representations of the plans or of the original or infringing structures, and construction, sale or rental of infringing structures.

(98) Pursuant to 17 U.S.C. § 503, this Court should issue an order directing the United States Marshal's Service to (a) impound all copies of the Architectural Plans and any derivations thereof, in possession of Defendant GBL or their respective agents or contractors in violation of Plaintiff's exclusive rights, and (b) upon final hearing of this case, to destroy or otherwise dispose of those copies and derivations.

(99) Pursuant to 17 U.S.C. § 505, Plaintiff is entitled to an award of attorney's fees and full costs incurred in this action.

## COUNT II

### **Federal Copyright Infringement (17 U.S.C. § 101 et seq.) Against Defendant CRH**

(100) Plaintiff repeats, re-alleges, and incorporates by reference, as though fully set forth herein, the allegations contained in all preceding paragraphs.

(101) Plaintiff is the owner of all rights, title, and interest in and to the Architectural Plans for the Pacesetter Homes Charlotte Model.

(102) Defendant CRH has copied and reproduced the Architectural Plans for the Pacesetter Homes Charlotte Model, and derivations thereof, without the consent, permission, or authority of Plaintiff, thereby directly infringing Plaintiff's copyrights in the Architectural Plans.

(103) Defendant CRH has constructed and sold, and continues to construct and sell or offer to sell, real property directly derived from the Architectural Plans for the Pacesetter Homes Charlotte Model, without the consent, permission, or authority of Plaintiff, thereby directly infringing Plaintiff's copyrights in the Architectural Plans.

(104) Defendant CRH's conduct constitutes infringement of Plaintiff's copyrights in the Architectural Plans and exclusive rights to the same under the Copyright Act in violation of Sections 106 and 501 of the Copyright Act, 17 U.S.C. §§ 106 and 501.

(105) Each infringement of Plaintiff's rights in and to the Architectural Plans constitutes a separate and distinct act of infringement.

(106) As a direct and proximate result of Defendant CRH's infringement of Plaintiff's copyrights and exclusive rights to the Architectural Plans, Plaintiff is entitled to its damages and Defendant CRH's profits pursuant to 17 U.S.C. § 504(b) in such amount as may be proven at trial. Plaintiff is also entitled to prejudgment interest on any damage award.

(107) In the alternative to the actual damages and infringer profits sought above, Plaintiff is entitled to an award of statutory damages for all infringements of Plaintiff's Architectural Plans, as permitted by 17 U.S.C. § 504(c).

(108) At least one act of infringement was conducted with willful knowledge of Plaintiff's copyrights in the Architectural Plans, and increased statutory damages are therefore appropriate under 17 U.S.C. § 504(c)(2).

(109) Pursuant to 17 U.S.C. § 502, Plaintiff is entitled to preliminary and permanent injunctions prohibiting Defendant CRH from further infringement of its copyrights, including but not limited to the further use of infringing plans, creation or use of derivative plans, the creation and distribution of non-pictorial representations of the plans or of the original or infringing structures, and construction, sale or rental of infringing structures.

(110) Pursuant to 17 U.S.C. § 503, this Court should issue an order directing the United States Marshal's Service to (a) impound all copies of the Architectural Plans and any derivations thereof, in possession of Defendant CRH or their respective agents or contractors in violation of

Plaintiff's exclusive rights, and (b) upon final hearing of this case, to destroy or otherwise dispose of those copies and derivations.

(111) Pursuant to 17 U.S.C. § 505, Plaintiff is entitled to an award of attorney's fees and full costs incurred in this action.

### **COUNT III**

#### **Statutory Unfair and Deceptive Trade Practices (MD Comm L Code § 13-301 et seq.)**

##### **Against Defendant CRH**

(112) Plaintiff repeats, re-alleges, and incorporates by reference, as though fully set forth herein, the allegations contained in all preceding paragraphs.

(113) Defendant CRH has engaged and continues to engage in unfair and deceptive trade practices, including but not limited to making false written statements which represent Plaintiff's Architectural Plans as its own, in connection with sale and offers to sell consumer realty.

(114) Plaintiff constructed four homes in the 21227 zip code over a four year period prior to the "2808 New York Avenue" construction. CRH alone or in cooperation with GARCEAU used the marketing success of Plaintiff in promoting its construction of homes in proximity to Plaintiff's Pacesetter Homes Charlotte Model.

(115) Plaintiff has been injured by these practices, and is entitled to recover any losses therefrom pursuant to MD Comm L Code § 13-408.

### **COUNT IV**

#### **Unfair Competition Against Defendant CRH**

(116) Plaintiff repeats, re-alleges, and incorporates by reference, as though fully set forth herein, the allegations contained in all preceding paragraphs.

(117) Defendant CRH has engaged and continues to engage in fraud, deceit, and trickery, including but not limited to falsely representing Plaintiff's Architectural Plans as its own, and thereby selling and offering to sell real property based upon such Architectural Plans when Defendant CRH has no legal rights therein.

(118) Plaintiff's business has been damaged by this fraud, deceit, and trickery, inter alia through the loss of potential sales of real property, and is entitled to recover damages.

## COUNT V

### **Federal Copyright Infringement (17 U.S.C. § 101 etc.) Against Defendant GARCEAU**

(119) Plaintiff repeats, re-alleges, and incorporates by reference, as though fully set forth herein, the allegations contained in all preceding paragraphs.

(120) Plaintiff is the owner of all rights, title, and interest in and to the Architectural Plans for the Pacesetter Homes Charlotte Model.

(121) Defendant GARCEAU has copied and reproduced the Architectural Plans for the Pacesetter Homes Charlotte Model, and derivations thereof, without the consent, permission, or authority of Plaintiff, thereby directly infringing Plaintiff's copyrights in the Architectural Plans.

(122) Defendant GARCEAU has sold, and continues to sell or offer to sell, real property directly derived from the Architectural Plans for the Pacesetter Homes Charlotte Model, without the consent, permission, or authority of Plaintiff, thereby directly infringing Plaintiff's copyrights in the Architectural Plans.

(123) Defendant GARCEAU's conduct constitutes infringement of Plaintiff's copyrights in the Architectural Plans and exclusive rights to the same under the Copyright Act in violation of Sections 106 and 501 of the Copyright Act, 17 U.S.C. §§ 106 and 501.

(124) Each infringement of Plaintiff's rights in and to the Architectural Plans constitutes a separate and distinct act of infringement.

(125) As a direct and proximate result of Defendant GARCEAU's infringement of Plaintiff's copyrights and exclusive rights to the Architectural Plans, Plaintiff is entitled to its damages and Defendant GARCEAU's profits pursuant to 17 U.S.C. § 504(b) in such amount as may be proven at trial. Plaintiff is also entitled to prejudgment interest on any damage award.

(126) In the alternative to the actual damages and infringer profits sought above, Plaintiff is entitled to an award of statutory damages for all infringements of Plaintiff's Architectural Plans, as permitted by 17 U.S.C. § 504(c).

(127) Pursuant to 17 U.S.C. § 502, Plaintiff is entitled to preliminary and permanent injunctions prohibiting Defendant GARCEAU from further infringement of its copyrights, including but not limited to the further use of infringing plans, creation or use of derivative plans, the creation and distribution of non-pictorial representations of the plans or of the original or infringing structures, and construction, sale or rental of infringing structures.

(128) Pursuant to 17 U.S.C. § 503, this Court should issue an order directing the United States Marshal's Service to (a) impound all copies of the Architectural Plans and any derivations thereof, in possession of Defendant GARCEAU or their respective agents or contractors in violation of Plaintiff's exclusive rights, and (b) upon final hearing of this case, to destroy or otherwise dispose of those copies and derivations.

(129) Pursuant to 17 U.S.C. § 505, Plaintiff is entitled to an award of attorney's fees and full costs incurred in this action.

## **COUNT VI**

### **Statutory Unfair and Deceptive Trade Practices (MD Comm L Code § 13-301 et seq.)**

#### **Against Defendant GARCEAU**

(130) Plaintiff repeats, re-alleges, and incorporates by reference, as though fully set forth herein, the allegations contained in all preceding paragraphs.

(131) Defendant GARCEAU has engaged and continues to engage in unfair and deceptive trade practices, including but not limited to making false written statements which present Plaintiff's spatial plans in connection with sale and offers to sell consumer realty.

(132) Plaintiff constructed four homes in the 21227 zip code over a four year period prior to the "2808 New York Avenue" construction. GARCEAU alone or in cooperation with CRH used the marketing success of Plaintiff in promoting construction of homes in proximity to Plaintiff's Pacesetter Homes Charlotte Model.

(133) Plaintiff has been injured by these practices, and is entitled to recover any losses therefrom pursuant to MD Comm L Code § 13-408.

## **COUNT VII**

### **Unfair Competition Against Defendant GARCEAU**

(134) Plaintiff repeats, re-alleges, and incorporates by reference, as though fully set forth herein, the allegations contained in all preceding paragraphs.



(135) Defendant GARCEAU has engaged and continues to engage in fraud, deceit, and trickery, including but not limited to falsely presenting Plaintiff's spatial plans, and Plaintiff's Architectural Plans for selling and offering to sell real property based upon such Architectural Plans when Defendant GARCEAU has no legal rights therein.

(136) Plaintiff's business has been damaged by this fraud, deceit, and trickery, inter alia through the loss of potential sales of real property, and is entitled to recover damages.

### **JURY DEMAND**

Pursuant to Federal Rule of Civil Procedure 38, Plaintiff hereby demands a trial by jury on all issues so triable.

Dated: August 27, 2020

Respectfully submitted,

/s/ Morton J. Rosenberg  
Morton J. Rosenberg (02867)  
David I. Klein (022983)  
Jun Y. Lee (22986)  
Nicole B. Rackiewicz (18863)  
Sumant Pathak (20056)  
Rosenberg, Klein & Lee  
3458 Ellicott Center Drive – Suite 101  
Ellicott City, Maryland 21043  
(410) 465-6678 (Telephone)  
(410) 461-3067 (Facsimile)  
[rkl@rkllpatlaw.com](mailto:rkl@rkllpatlaw.com)

Counsel for Plaintiff Pacesetter Homes, Inc.

# EXHIBIT

## A

---

# Copyright

United States Copyright Office

Library buildings are closed to the public until further notice, but the U.S. Copyright Office Catalog is available. [More](#).

[Help](#)[Search](#)[History](#)[Titles](#)[Start Over](#)

## Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Name = pacesetter homes

Search Results: Displaying 2 of 15 entries

[previous](#)[next](#)[Labeled View](#)

### *Pacesetter Homes Charlotte Model.*

**Type of Work:** Visual Material

**Registration Number / Date:** VAu001386910 / 2020-01-28

**Application Title:** Pacesetter Homes Charlotte Model

**Title:** Pacesetter Homes Charlotte Model

**Description:** Electronic file (eService)

**Copyright Claimant:** Pacesetter Homes. Address: PO Box 841, Ellicott City, MD, 21041, United States.

**Date of Creation:** 2017

**Authorship on Application:** Pacesetter Homes, employer for hire; Domicile: United States; Citizenship: United States.  
Authorship: architectural work.

**Rights and Permissions:** William Watkins, Home Builders Network, (800) 823-4344, [mail@hbnnet.com](mailto:mail@hbnnet.com)

**Copyright Note:** C.O. correspondence.

**Names:** [Pacesetter Homes](#)

[previous](#)[next](#)

#### Save, Print and Email ([Help Page](#))

Select Download Format Full Record

Enter your email address:

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EXHIBIT A

[Contact Us](#) | [Request Copies](#) | [Get a Search Estimate](#) | [Frequently Asked Questions \(FAQs\) about Copyright](#) |  
[Copyright Office Home Page](#) | [Library of Congress Home Page](#)

Registration Number

**\*-APPLICATION-\***

**Title** \_\_\_\_\_

**Title of Work:** Pacesetter Homes Charlotte Model

**Completion/Publication** \_\_\_\_\_

**Year of Completion:** 2017

**Author** \_\_\_\_\_

- **Author:** Pacesetter Homes
- Author Created:** architectural work
- Work made for hire:** Yes
- Citizen of:** United States
- Domiciled in:** United States

**Copyright Claimant** \_\_\_\_\_

**Copyright Claimant:** Eric Bers  
PO Box 841, Ellicott City, MD, 21041, United States

**Rights and Permissions** \_\_\_\_\_

**Organization Name:** Home Builders Network  
**Name:** William Watkins  
**Email:** mail@hbnnet.com  
**Telephone:** (800)823-4344

**Certification** \_\_\_\_\_

**Name:** Eric Bers  
**Date:** January 28, 2020

**Registration #:** \*-APPLICATION-  
**Service Request #:** 1-8491591522

## Mail Certificate

---

Pacesetter Homes  
Eric Bers  
PO Box 841  
Ellicott City, MD 21041 United States

**Priority:** Routine

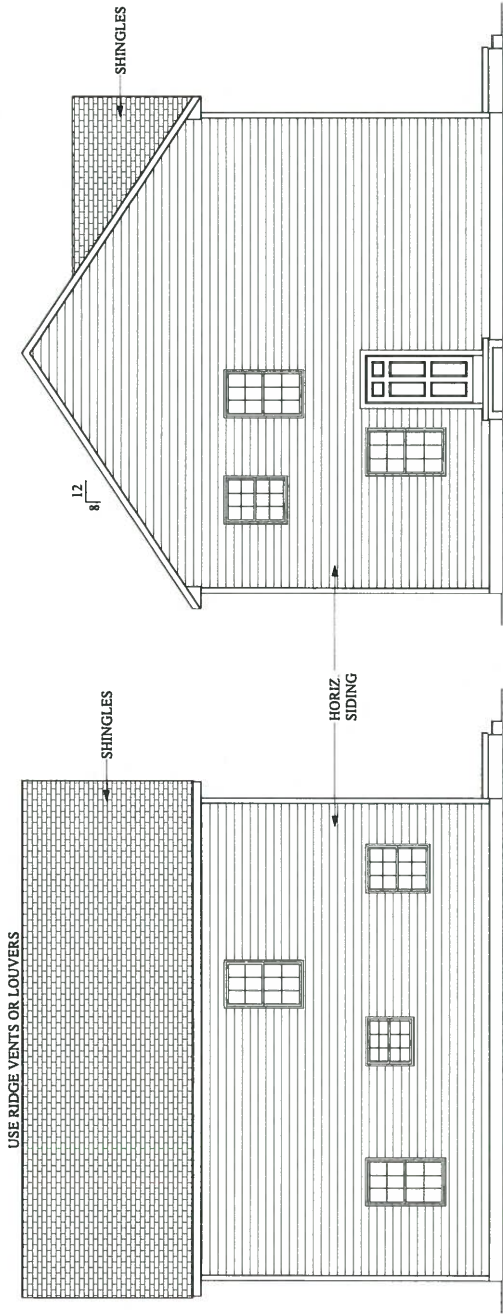
**Application Date:** January 28, 2020

## Correspondent

---

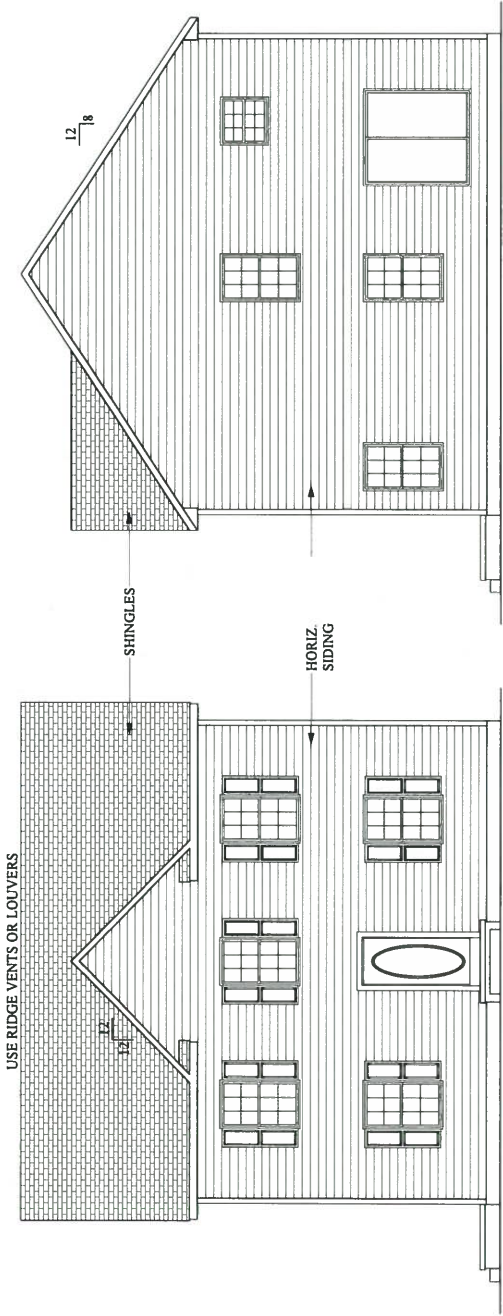
**Organization Name:** Home Builders Network  
**Name:** William Watkins  
**Email:** bill@hbnnet.com  
**Telephone:** (800)823-4344  
**Address:** 205 E. Ridgeville Blvd.  
Suite C  
Mt. Airy, MD 21771 United States





REAR ELEVATION  
3/16"=1'-0"

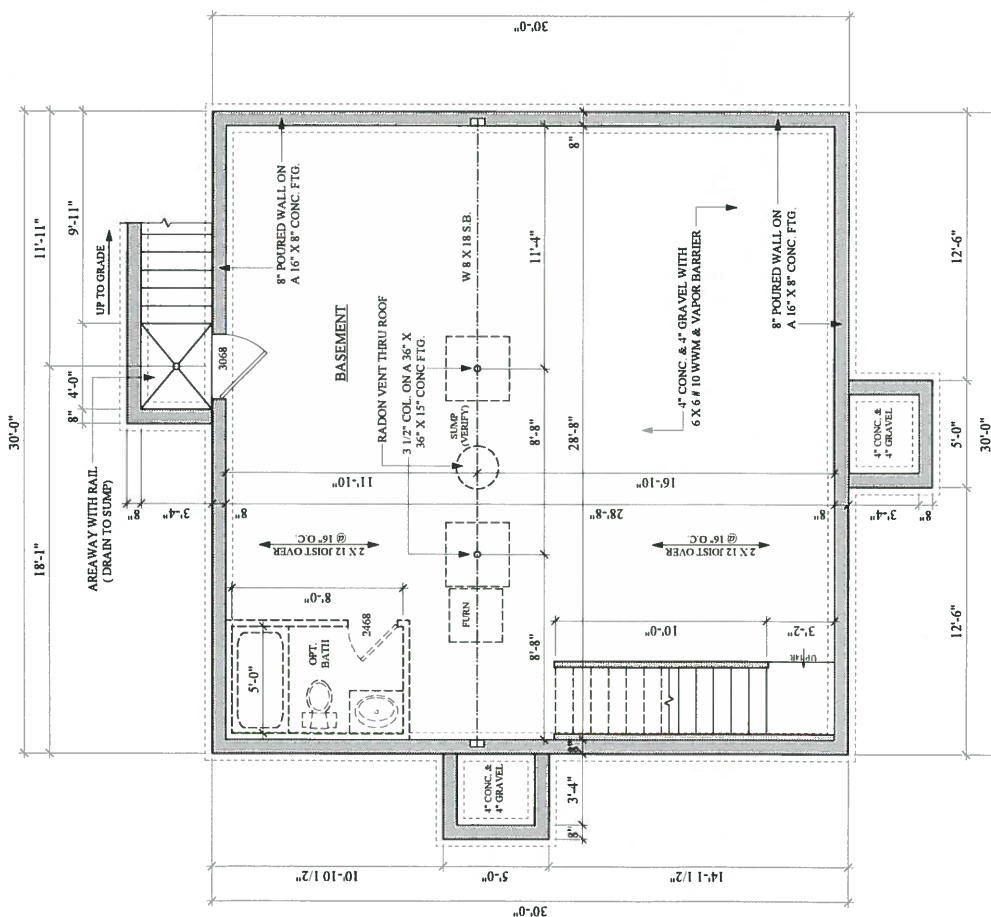
LEFT SIDE ELEVATION  
3/16"=1'-0"



FRONT ELEVATION  
3/16"=1'-0"

RIGHT SIDE ELEVATION  
3/16"=1'-0"

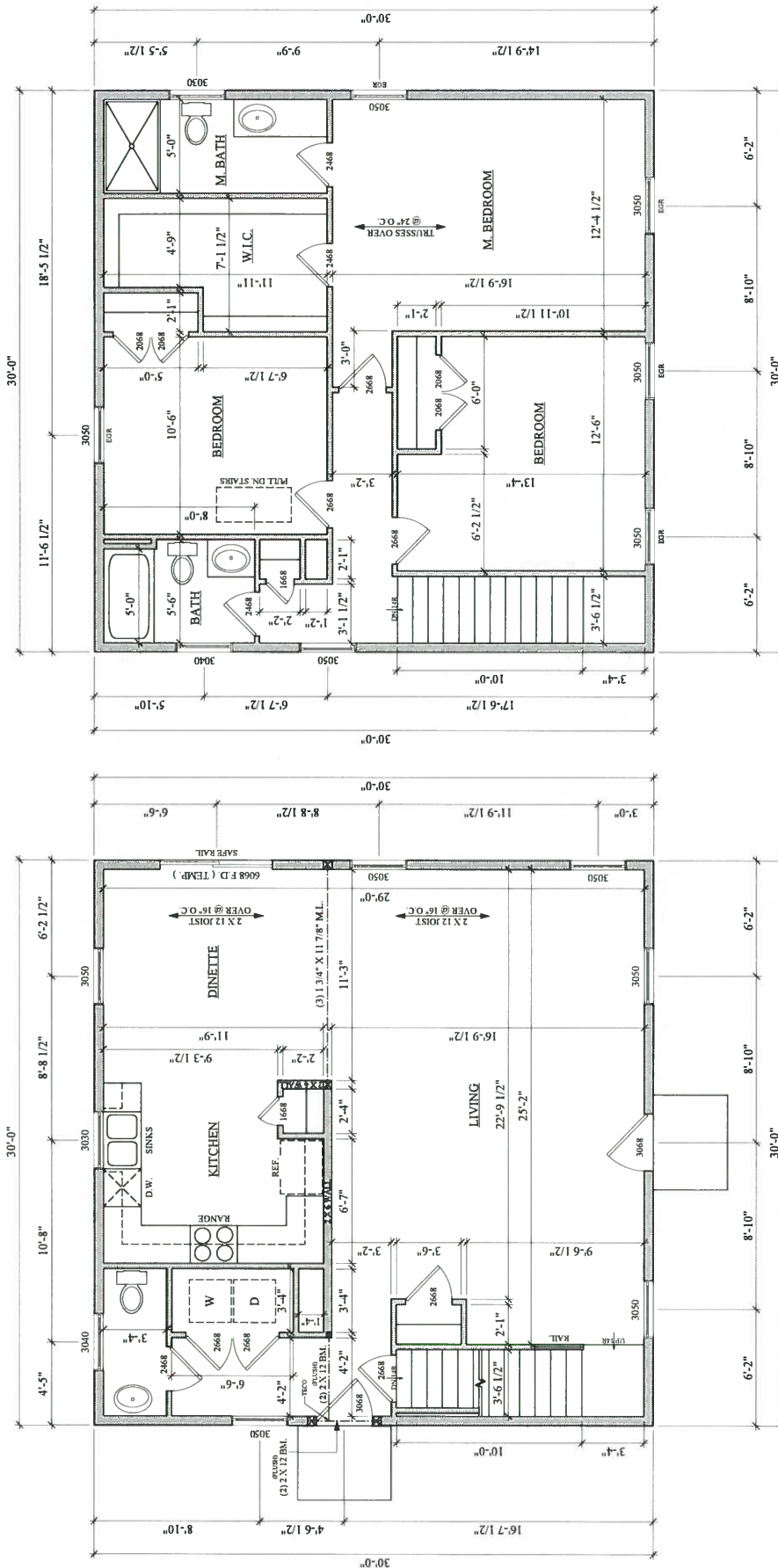
PACESETTER HOMES	
8/31/17	
ELEVATIONS	
3 OF 7	



## FOUNDATION PLAN

$$1/4'' = 1.0''$$



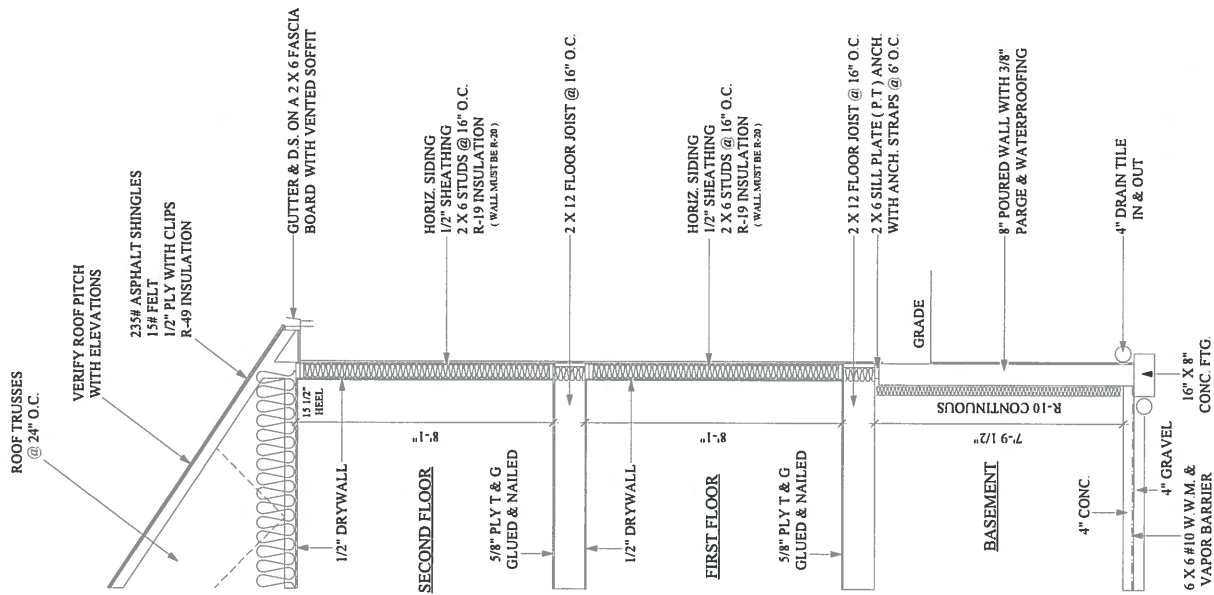


PACESETTER HOMES

8/31/17 1800 TOTAL S.F.  
REVISED 11/16/17

CHARLOTTE

FLOOR PLANS 1 OF 7



PACASETTER HOMES	
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NOTES & DETAIL	
4 OF 7	

[illegible]

## FIRST FLOOR WALL BRACING PLAN

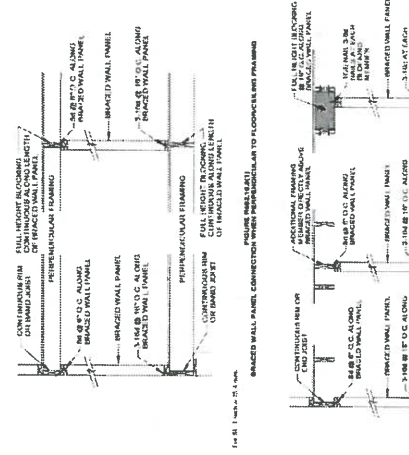


FIG. 10.1 12' x 10' C. ALUM.

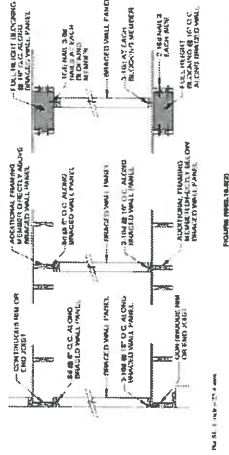


FIG. 10.2 12' x 10' C. ALUM.

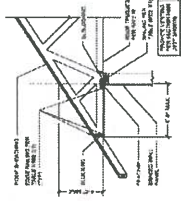


FIG. 10.3 12' x 10' C. ALUM.

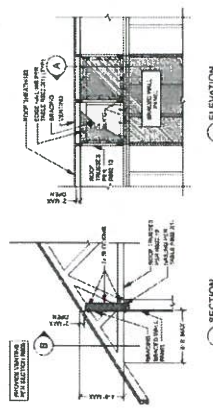


FIG. 10.4 12' x 10' C. ALUM.

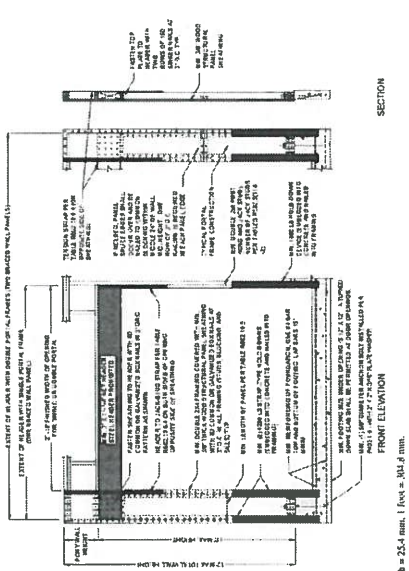


FIG. 10.5 12' x 10' C. ALUM.

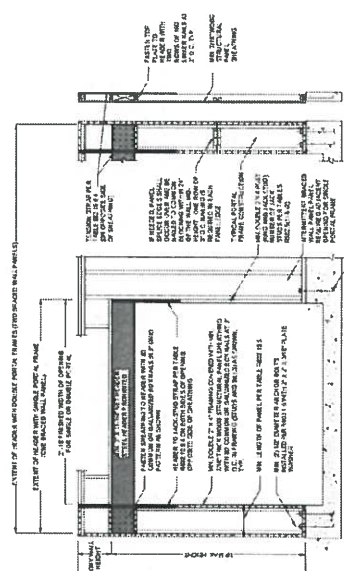


FIG. 10.6 12' x 10' C. ALUM.

FIG. 10.7 12' x 10' C. ALUM.

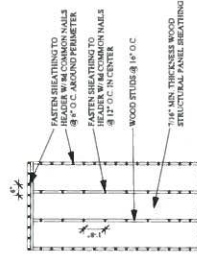


FIG. 10.8 12' x 10' C. ALUM.

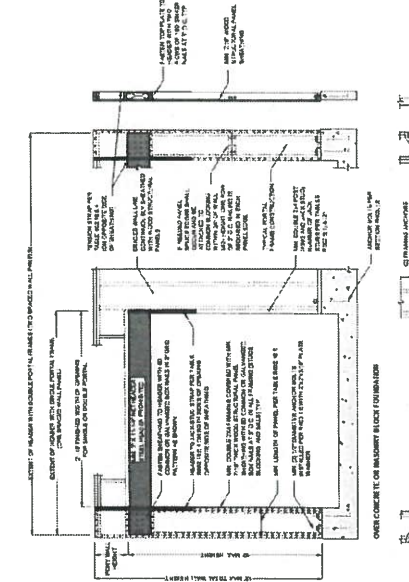


FIG. 10.9 12' x 10' C. ALUM.

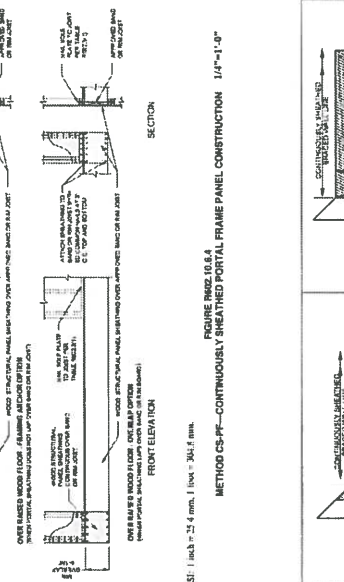


FIG. 10.10 12' x 10' C. ALUM.

FIG. 10.11 12' x 10' C. ALUM.

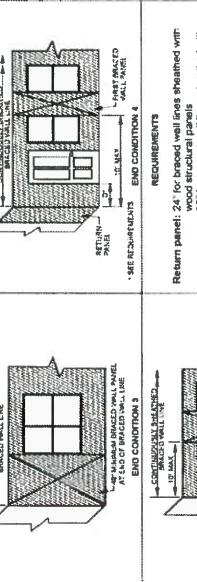


FIG. 10.12 12' x 10' C. ALUM.



FIG. 10.13 12' x 10' C. ALUM.



FIG. 10.14 12' x 10' C. ALUM.

FIG. 10.15 12' x 10' C. ALUM.



FIG. 10.16 12' x 10' C. ALUM.

PACESETTER HOMES	
8/31/17	
CHARLOTTE	
WALL BRACING NOTES	
6 OF 7	



FIG. 10.17 12' x 10' C. ALUM.



FIG. 10.18 12' x 10' C. ALUM.

FIG. 10.19 12' x 10' C. ALUM.



FIG. 10.20 12' x 10' C. ALUM.



FIG. 10.21 12' x 10' C. ALUM.



FIG. 10.22 12' x 10' C. ALUM.

FIG. 10.23 12' x 10' C. ALUM.



FIG. 10.24 12' x 10' C. ALUM.

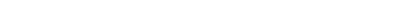


FIG. 10.25 12' x 10' C. ALUM.



FIG. 10.26 12' x 10' C. ALUM.

FIG. 10.27 12' x 10' C. ALUM.



FIG. 10.28 12' x 10' C. ALUM.



FIG. 10.29 12' x 10' C. ALUM.



FIG. 10.30 12' x 10' C. ALUM.

FIG. 10.31 12' x 10' C. ALUM.



FIG. 10.32 12' x 10' C. ALUM.



FIG. 10.33 12' x 10' C. ALUM.



FIG. 10.34 12' x 10' C. ALUM.

FIG. 10.35 12' x 10' C. ALUM.



FIG. 10.36 12' x 10' C. ALUM.



FIG. 10.37 12' x 10' C. ALUM.



FIG. 10.38 12' x 10' C. ALUM.

FIG. 10.39 12' x 10' C. ALUM.



FIG. 10.40 12' x 10' C. ALUM.



FIG. 10.41 12' x 10' C. ALUM.



FIG. 10.42 12' x 10' C. ALUM.

FIG. 10.43 12' x 10' C. ALUM.



FIG. 10.44 12' x 10' C. ALUM.



FIG. 10.45 12' x 10' C. ALUM.



FIG. 10.46 12' x 10' C. ALUM.

FIG. 10.47 12' x 10' C. ALUM.



FIG. 10.48 12' x 10' C. ALUM.



FIG. 10.49 12' x 10' C. ALUM.



FIG. 10.50 12' x 10' C. ALUM.

FIG. 10.51 12' x 10' C. ALUM.



FIG. 10.52 12' x 10' C. ALUM.



FIG. 10.53 12' x 10' C. ALUM.



FIG. 10.54 12' x 10' C. ALUM.

FIG. 10.55 12' x 10' C. ALUM.



FIG. 10.56 12' x 10' C. ALUM.



FIG. 10.57 12' x 10' C. ALUM.



FIG. 10.58 12' x 10' C. ALUM.

FIG. 10.59 12' x 10' C. ALUM.



FIG. 10.60 12' x 10' C. ALUM.



FIG. 10.61 12' x 10' C. ALUM.



FIG. 10.62 12' x 10' C. ALUM.

FIG. 10.63 12' x 10' C. ALUM.



FIG. 10.64 12' x 10' C. ALUM.



FIG. 10.65 12' x 10' C. ALUM.



FIG. 10.66 12' x 10' C. ALUM.

FIG. 10.67 12' x 10' C. ALUM.



FIG. 10.68 12' x 10' C. ALUM.



FIG. 10.69 12' x 10' C. ALUM.



FIG. 10.70 12' x 10' C. ALUM.

FIG. 10.71 12' x 10' C. ALUM.



FIG. 10.72 12' x 10' C. ALUM.



FIG. 10.73 12' x 10' C. ALUM.



FIG. 10.74 12' x 10' C. ALUM.

FIG. 10.75 12' x 10' C. ALUM.



FIG. 10.76 12' x 10' C. ALUM.



FIG. 10.77 12' x 10' C. ALUM.



FIG. 10.78 12' x 10' C. ALUM.

FIG. 10.79 12' x 10' C. ALUM.



FIG. 10.80 12' x 10' C. ALUM.



FIG. 10.81 12' x 10' C. ALUM.



FIG. 10.82 12' x 10' C. ALUM.

FIG. 10.83 12' x 10' C. ALUM.



FIG. 10.84 12' x 10' C. ALUM.



FIG. 10.85 12' x 10' C. ALUM.



FIG. 10.86 12' x 10' C. ALUM.

FIG. 10.87 12' x 10' C. ALUM.



FIG. 10.88 12' x 10' C. ALUM.



FIG. 10.89 12' x 10' C. ALUM.



FIG. 10.90 12' x 10' C. ALUM.

FIG. 10.91 12' x 10' C. ALUM.



# 2015 IECC CODE COMPLIANCE NOTES

## 2015 IECC CODE COMPLIANCE

R301.1	Climate zone 4A		
R401.2	Compliance Method: Mandatory and Prescriptive Provisions		
R402.1.1	Vapor Retarder: Wall assemblies in the building thermal envelope shall comply with vapor retarder requirements of Section R702.7 of the International Residential Code, 2015 Edition.		
R402.1.2	Attic Insulation: Raised Heat Trusses R-38	R402.4.2	Fireplaces: New wood burning fireplaces will have tight-fitting flue dampers or doors, and outdoor combustion air. Fireplace doors shall be listed and labeled in accordance with UL 127 (factory built fireplace) and UL 907 (masonry fireplace).
R402.1.2	Wood Frame Wall: R-20 or R-13 + R5 continuous insulation.	R402.4.4	Rooms containing fuel-burning appliances where open combustion air ducts provide combustion air to open combustion fuel burning appliances, the appliances and combustion air shall be located outside the building thermal envelope or enclosed in a room isolated from inside the thermal envelope. Exceptions: 1. Direct vent appliances with both intake and exhaust pipes installed continuous to the outside. 2. Fireplaces and stoves complying with Section R402.4.2 and Section R1006 of the IRC.
R402.1.2	Basement Wall Insulation: R-13/R-10 Foil Faced Continuous, uninterrupted Batts Full Height	++++ R402.4.5	Recessed Lighting Recessed luminaires installed in the building thermal envelope shall be sealed to limit air leakage.
R402.1.2	Crawl Space Wall Insulation: R-13/R-10 Foil Faced Continuous Batts Full Height extending from floor above to finish grade level and then vertically or horizontally an additional 2' -0".	R403.1.1	Thermostat All dwelling units will have at least (1) programmable thermostat for each separate heating and cooling system per 2015 IECC Section 403.1.1.
R402.1.2	Floor Insulation over Unconditioned Space: R-19 batt insulation.	R403.1.2	Where a Heat pump system having supplementary electric resistance heat is used the thermostat shall prevent the supplementary heat from coming on when heat pump can meet heating load.
R402.1.2	Window U-Value/SHGC .35 (U-Value) .40 (SHGC)	R403.3.1	Mechanical Duct Insulation Supply and Return Ducts in Attic R-8 minimum, R-6 when less than 3 inches. Supply and Return Ducts outside of conditioned spaces R-6 minimum. All other ducts except those located completely inside a building thermal envelope R-6 minimum. Ducts located under concrete slabs must be R-6 minimum.
R402.2.10	Slab on Grade Floors Less Than 12" Below Grade: R-10 Rigid Foam Board Under Slab Extending Either 2' -0" Horizontally or 2' -0" Vertically	R403.3.2	Duct Sealing All ducts, air handlers, filter boxes will be sealed. Joints and seams will comply with section M1601.4.1 of the IRC.
R402.2.4	Attic Access: Attic access scuttle will be weatherstripped and insulated R-49		A duct tightness test ("Duct Blaster" duct total leakage test) will be performed on all homes and shall be verified by either a post construction test or a rough-in test. Duct tightness test is not required if the air handler and all ducts are located within the conditioned space.
R402.4	Building Thermal Envelope (air leakage): Exterior walls and penetrations will be sealed per this section of the 2015 IECC with caulk, gaskets, weatherstripping or an air barrier of suitable material. Sealing methods between dissimilar materials shall allow sealing for differential expansion and contraction.	R403.6	Mechanical Ventilation Outdoor (make-up and exhaust) air ducts to be provided with automatic or gravity damper that close when the ventilation system is not operating.
R402.4.1.2	Building Thermal Envelope Tightness Test: Building thermal envelope shall be tested and verified as having an air leakage rate of not exceeding 3 air changes per hour. Testing shall be conducted in accordance with ASTM E 779 or ASTM E 1827 with (blower door) at a pressure of 0.2 inches w.g. (50 pascals). Testing shall be conducted by an approved third party. A written report of the results of the test shall be signed by the party conducting the test and provided to the building inspector.	R403.6.1	Whole-house mechanical ventilation system fan efficiency to comply with TABLE R403.6.1.
		R403.7	Equipment Sizing shall comply with R403.7.
		R404.1	Lighting Equipment A minimum of 75% of all lamps (lights) must be high-efficacy lamps.

This contractor also responsible for generating Certificate of Compliance and affixing to electrical panel or within 6 feet of the electrical panel and be readily visible.

7/15

7/15

PACESETTER HOMES

8/31/17

NOTES

7 OF 7













# EXHIBIT

# B

## Registration Processing Times

The Copyright Office's processing times vary based on a number of factors, including how difficult a claim is to review, whether an applicant submitted a physical deposit, whether the Copyright Office needs to correspond with an applicant, and the number of registration specialists available to review claims. For example, claims take longer to process when applicants submit online claims but do not submit physical deposits when necessary, or when applicants do not fully respond to an examiner's questions. The Office encourages applicants to refer to the Compendium of U.S. Copyright Office Practices and the Copyright Office's circulars prior to submitting applications to avoid unnecessary delays and correspondence.

Overall processing times usually are longer for claims submitted entirely by mail, so the Copyright Office encourages applying online.

The Office understands processing times are important and is working to improve them.

For questions, please contact the Public Information Office by phone at (202) 707-3000 or 1-877-476-0778 (toll-free), or online at [www.copyright.gov/help](http://www.copyright.gov/help). While the Public Information Office can provide information on pending claims, it can take the Copyright Office as long as the outer ranges set forth below to issue decisions on whether to register claims.

**The average processing time for all claims is 3.2 months**; for all claims 26 percent required correspondence and 74 percent did not require correspondence. Refer to the charts below for details on eService, Deposit Ticket, and Mail claims, with breakouts for claims with and without correspondence. **Please note that the Office is not currently mailing certificates of registration due to the COVID-19 pandemic**, but you can check our **public catalog** to see if your application has been approved. Click **here** for more information on COVID-19-related updates.

### eService Claims: online application with uploaded digital deposit *(approximately 74 percent of all applications)*

#### Claims that DO NOT require correspondence *(approximately 75 percent of all eService claims and 56 percent of all claims)*



**average 2.2 months**  
(but claims can range from <1 month to 5 months)

#### Claims WITH correspondence *(approximately 25 percent of all eService claims and 18 percent of all claims)*



**average 4.4 months**  
(but claims can range from <1 month to 9 months)

### Deposit Ticket Claims: online application with mail-in physical deposit *(approximately 23 percent of all applications)*

#### Claims that DO NOT require correspondence *(approximately 75 percent of all Deposit Ticket claims and 18 percent of all claims)*



**average 3.4 months**  
(but claims can range from <1 month to 9 months)

#### Claims WITH correspondence *(approximately 25 percent of all Deposit Ticket claims and 6 percent of all claims)*



**average 7.0 months**  
(but claims can range from <1 month to 15 months)

### Mail Claims: application by paper form submission *(approximately 3 percent of all applications)*

#### Claims that DO NOT require correspondence *(approximately 47 percent of all Mail claims and 1 percent of all claims)*



**average 8.3 months** (but claims can range from <1 month to 25 months)

#### Claims WITH correspondence *(approximately 53 percent of all Mail claims and 1 percent of all claims)*



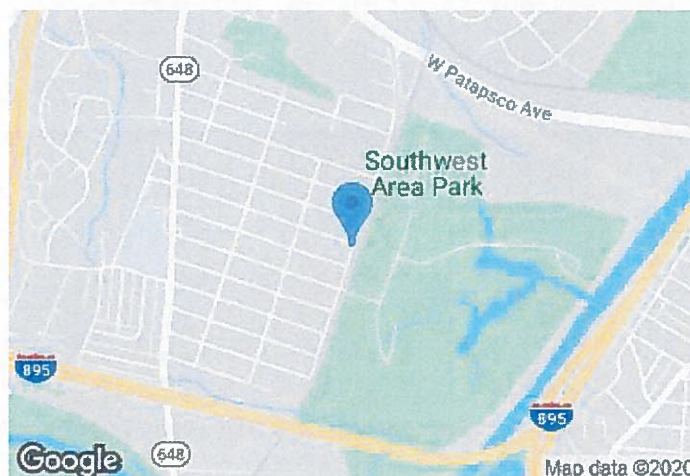
**average 8.7 months** (but claims can range from <1 month to 21 months)

\* Processing Times for cases closed October 1, 2019 – March 31, 2020

# EXHIBIT

## C



**Agent Full****4112 Baltimore St, Baltimore, MD 21227****Canceled****Residential****\$312,000**

MLS #: 1004285623  
 Tax ID #: 04131302000860  
 Ownership Interest: Fee Simple  
 Structure Type: Detached  
 Levels/Stories: 3+  
 Waterfront: No  
 Garage: No

Beds: 3  
 Baths: 2 / 1  
 Above Grade Fin SQFT: 1,800 / Estimated  
 Price / Sq Ft: 173.33  
 Year Built: 2018  
 New Construct: Yes  
 Style: Colonial  
 Central Air: Yes  
 Basement: Yes

**Location**

County: Baltimore, MD  
 Legal Subdivision: BALTIMORE HIGHLANDS  
 Subdiv / Neigh: BALTIMORE HIGHLANDS

Election District: 13

**Taxes and Assessment**

Tax Assessed Value: \$66,700 / 2017  
 Land Assessed Value: \$66,700  
 Block/Lot: 1 / 87

**Rooms**

	Bed	Bath
Main		1 Half
Upper 1	3	2 Full

**Building Info**

Builder Name:	PACESETTER HOMES, INC.	Construction Materials:	Vinyl Siding
Above Grade Fin SQFT:	1,800 / Estimated	R-Factor Ext Walls:	R-38
Total Fin SQFT:	1,800 / Estimated	R-Factor Ceilings:	R-21
Total SQFT:	1,800 / Estimated	Roof:	Asphalt
Basement Type:	Full, Outside Entrance, Sump Pump	R-Factor Basement:	R-11

**Lot**

Lot Acres / SQFT: 0.2a / 8,712sf      Lot Features: Corner

**Green Features**

Energy Efficient: HVAC

**Interior Features**

Interior Features: Attic, Breakfast Area, Dining Area, Family Room Off Kitchen, Kitchen - Gourmet, Master Bath(s), Upgraded Countertops, Wood Floors, No Fireplace, Dishwasher, Disposal, Microwave, Oven/Range-Electric, Refrigerator, Washer/Dryer Hookups Only, Water Heater, Accessibility Features: Other, Door Features: Sliding Glass, Window Features: Double Pane, Vinyl Clad

**Parking**

Parking: Off Street Parking

**Utilities**

Utilities: Central A/C, Cooling Fuel: Electric, Heating: Heat Pump(s), Heating Fuel: Electric, Hot Water: Electric, Water Source: Public, Sewer: Public Sewer

**Remarks**

EXHIBIT C

Agent: DELIVERY LATE August. EMAIL ALTERNATE AGENT FOR MORE INFORMATION.

Public: Gorgeous NEW HOME! On a spacious corner lot, feat. designer kitchen cabs w/ pantry, LED lighting, stainless appliances & real hardwood floors! Upstairs, find an owner's suite w/ huge walk-in closet & a luxurious tiled bathroom. Main-Level Laundry. Plenty of storage! Tons of space for outdoor enjoyment & sits across from 230 acres of parkland. Easily access 695, 295, 95, & L-Rail!

### Listing Office

Listing Agent: [Mr. Anthony J Corrao](#) (147259) (Lic# Unknown) (410) 336-0877  
 Listing Agent Email: [acorrao@longandfoster.com](mailto:acorrao@longandfoster.com)  
 Broker of Record: Nick D'Ambrosia (18809) (Lic# 38712 - MD)  
 Listing Office: [Long & Foster Real Estate, Inc.](#) (LNG21) (Lic# Unknown)  
 10805 Hickory Ridge Rd, Columbia, MD 21044-3625  
 Office Manager: Suzi Padgett (4519) (Lic# Unknown)  
 Office Phone: (410) 730-3456 Office Fax: (410) 730-7186  
 Co-Listing Agent: [Alex Bounan](#) (3058379) (732) 715-4751  
 Co-Listing Agent Email: [alexbounan@lnf.com](mailto:alexbounan@lnf.com)

### Directions

GPS 4112 Baltimore St. Located directly across from Balt. Highland Light-Rail & South West Area Park

### Compensation

Buyer Agency Comp:	2.5%%	Sub Agency Comp:	2.5%%
		Dual/Var Comm:	No

### Listing Details

Original Price:	\$309,900	Previous List Price:	\$311,999
Vacation Rental:	No	Owner Name:	PACESETTER HOMES
Listing Agrmnt Type:	Exclusive Right	DOM / CDOM:	300 / 347
Prospects Excluded:	No	Listing Terms:	Builder Warranty
Dual Agency:	Yes	Original MLS Name:	MRIS
Sale Type:	Standard	Off Market Date:	10/01/18
Original MLS Number:	BC10116921	Home Warranty:	Yes
Listing Term Begins:	12/07/2017		
Listing Entry Date:	12/07/2017		
List Agrmnt Cancel Dt:	10/01/18		
Possession:	Settlement		
Disclosures:	Agent has Financial Interest		





Photo View

4112 Baltimore St, Baltimore, MD 21227

Canceled

\$312,000



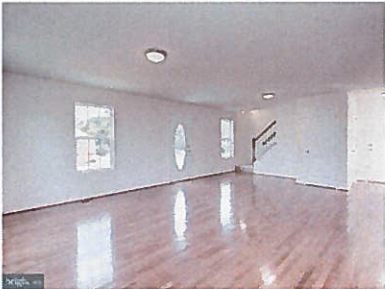
Exterior (Front)



Exterior (Front)



Family Room



Family Room



Family Room



Family Room



Family Room



Dining Room



Kitchen



Kitchen



Kitchen



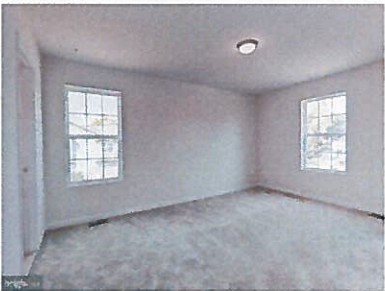
Kitchen



Half Bathroom



Bedroom (Master)



Bedroom (Master)





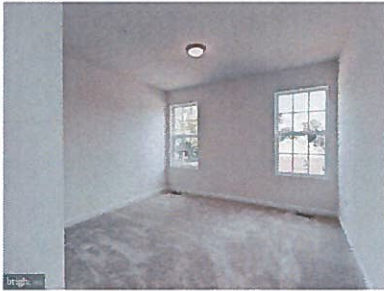
Bedroom (Master)



Bath (Master)



Bedroom (Master)



Bedroom #2



Bedroom #2



Hall Bath



Bedroom #2



Bedroom #2



Basement



Exterior (Front)



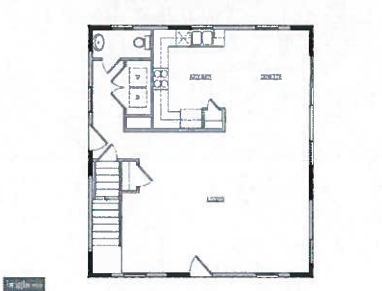
Exterior (Front)



Exterior (Front)



Exterior (Rear)



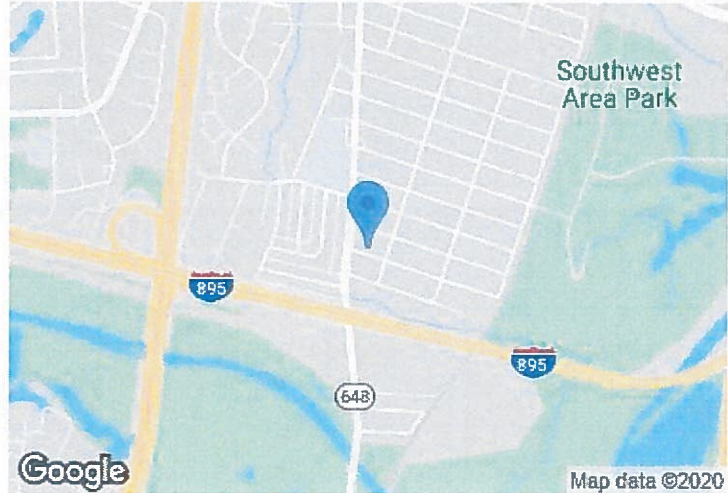
Interior (General)



Interior (General)



# EXHIBIT D



MLS #: MDBC452840  
 Tax ID #: 04131316900051  
 Ownership Interest: Fee Simple  
 Structure Type: Detached  
 Levels/Stories: 2  
 Waterfront: No  
 Garage: No

Beds: 3  
 Baths: 2 / 1  
 Above Grade Fin SQFT: 1,800 / Estimated  
 Price / Sq Ft: 177.78  
 Year Built: 2019  
 New Construct: Yes - Not Completed  
 Style: Colonial  
 Central Air: Yes  
 Basement: Yes

#### Location

County:	Baltimore, MD	School District:	Baltimore County Public Schools
In City Limits:	No	Election District:	13
Legal Subdivision:	BALTIMORE HIGHLANDS		
Subdiv / Neigh:	BALTIMORE HIGHLANDS - HALETHORPE		

#### Taxes and Assessment

Tax Annual Amt / Year:	\$574 / 2018	Tax Assessed Value:	\$47,400 / 2018
County Tax:	\$574 / Annually	Land Assessed Value:	\$47,400
Clean Green Assess:	No	Special Assmt:	
Zoning:	DR5.5	Land Use Code:	010
		Block/Lot:	G / 8

#### Rooms

	Bed	Bath
Main		1 Half
Upper 1	3	2 Full

#### Building Info

Above Grade Fin SQFT:	1,800 / Estimated	Construction Materials:	Block, CPVC/PVC, Vinyl Siding
Total Below Grade SQFT:	900 / Estimated	Below Grade Unfin SQFT:	900 / Estimated
Total Fin SQFT:	1,800 / Estimated	Flooring Type:	Carpet, Ceramic Tile, Hardwood
Total SQFT:	2,700 / Estimated	Roof:	Shingle
Basement Type:	Unfinished		

#### Lot

Lot Acres / SQFT: 0.14a / 6,250sf / Estimated

#### Ground Rent

Ground Rent Exists: No

#### Interior Features

Interior Features: No Fireplace, Built-In Microwave, Dishwasher, Disposal, Oven/Range-Electric, Refrigerator, Stainless Steel Appliances, Washer/Dryer Hookups Only, Accessibility Features: None

#### Parking

Parking: Driveway Parking, Asphalt Driveway

#### Utilities

Utilities: Ceiling Fan(s), Central A/C, Cooling Fuel: Electric, Electric Service: 200+ Amp Service, Heating: Heat Pump(s), Heating Fuel: Electric, Hot Water: Electric, Water Source: Public, Sewer: Public

**Remarks**

Agent: This is a Home to be built. The home is 30 x 30 and the drawings are in the photo.

Public: 2 Story 3 Bedroom 2 1/2 bath colonial to be built. This home features an open floor plan on the first floor with hardwood floors throughout. Large kitchen with solid counters. 2nd floor features 3 bedrooms with carpet. Full hall bath with tub and the master bath features a stand up shower with ceramic tile. The basement is wide open and unfinished for your design. Builder has many years experience.

**Listing Office**

Listing Agent: [Shawn Little](#) (3019654) (Lic# 0638246) (443) 564-8385  
 Listing Agent Email: [shawn@shawnlittleteam.com](mailto:shawn@shawnlittleteam.com)  
 Broker of Record: Georgeanna Garceau (29330) (Lic# Unknown)  
 Listing Office: [Garceau Realty](#) (GARC1) (Lic# Unknown)  
 303 Main St S, Bel Air, MD 21014  
 Office Manager: Kelly Sultan (3052316) (Lic# Unknown)  
 Office Phone: (410) 803-0714 Office Fax: (443) 640-1416

**Showing**

Appointment Phone: (410) 803-0714  - [Schedule a showing](#)  
 Showing Contact: Showing Contact 1 Lock Box Type: None  
 Contact Name: Garceau Realty  
 Showing Requirements: Call First - Showing Contact  
 Directions: East on New York Avenue off of Annapolis Rd. Lot is to the right of 2806 New York Avenue.

**Compensation**

Buyer Agency Comp: 2.5% Of Base Sub Agency Comp: 2.5% Of Base  
 Dual/Var Comm: No

**Listing Details**

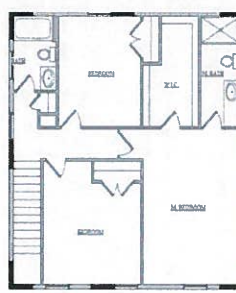
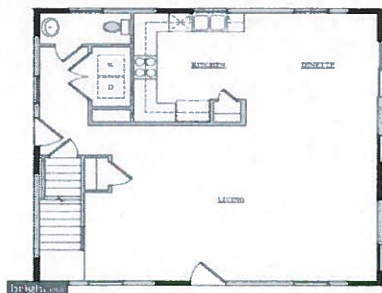
Original Price:	\$320,000	Owner Name:	CRH Construction LLC
Vacation Rental:	No	DOM / CDOM:	331 / 331
Listing Agrmnt Type:	Exclusive Agency	Original MLS Name:	BRIGHT
Prospects Excluded:	No	Home Warranty:	Yes
Listing Service Type:	Full Service		
Dual Agency:	Yes		
Sale Type:	Standard		
Listing Term Begins:	04/08/2019		
Listing Entry Date:	04/08/2019		
Possession:	Negotiable, Settlement		
Federal Flood Zone:	No		







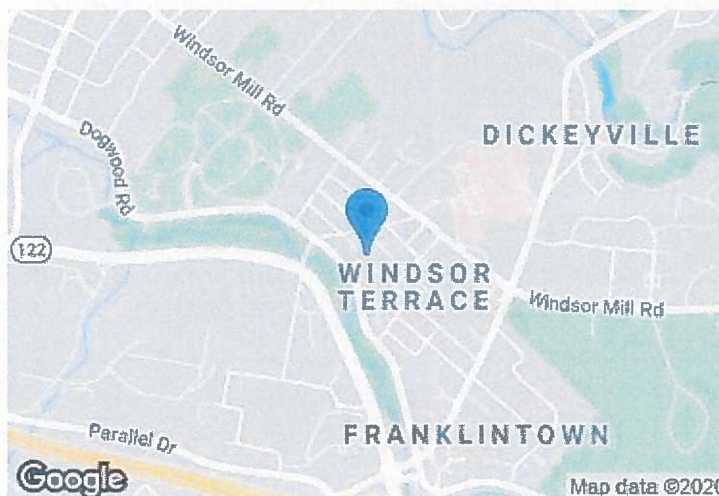
Rendition of Home to be Built



# EXHIBIT

# E





MLS #: MDBC483448  
 Tax ID #: 04010112591521  
 Ownership Interest: Fee Simple  
 Structure Type: Detached  
 Levels/Stories: 2  
 Waterfront: No  
 Garage: No

Beds: 3  
 Baths: 2 / 1  
 Above Grade Fin SQFT: Assessor  
 Year Built: 2020  
 New Construct: Yes - Not Completed  
 Style: Colonial  
 Central Air: Yes  
 Basement: Yes

### Location

County:	Baltimore, MD	School District:	Baltimore County Public Schools
In City Limits:	No	Election District:	1
Subdiv / Neigh:	WINDSOR TERRACE		

### Taxes and Assessment

Tax Annual Amt / Year:	\$569 / 2019	Tax Assessed Value:	\$47,000 / 2019
County Tax:	\$569 / Annually	Land Assessed Value:	\$47,000
Clean Green Assess:	No	Special Assmt:	No
Zoning:	RESIDENTIAL	Historic:	010
		Land Use Code:	8 / 19
		Block/Lot:	

### Rooms

	Bed	Bath
Main		1 Half
Upper 1	3	2 Full

### Building Info

Builder Name:	CRH Construction LLC	Construction Materials:	Block, CPVC/PVC, Vinyl Siding
Above Grade Fin SQFT:	Assessor	Flooring Type:	Carpet, Ceramic Tile, Hardwood
Basement Type:	Unfinished	Roof:	Shingle

### Lot

Lot Acres / SQFT:	0.14a / 6,000sf / Estimated	Lot Size Dimensions:	1.00 x
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### Interior Features

Interior Features: No Fireplace, Built-In Microwave, Dishwasher, Disposal, Oven/Range-Electric, Refrigerator, Stainless Steel Appliances, Washer/Dryer Hookups Only, Accessibility Features: None

### Parking

Parking: Driveway Parking, Asphalt Driveway

### Utilities

Utilities: Ceiling Fan(s), Central A/C, Cooling Fuel: Electric, Electric Service: 200+ Amp Service, Heating: Heat Pump(s), Heating Fuel: Electric, Hot Water: Electric, Water Source: Public, Sewer: Public Sewer

### Remarks

Agent: This s a Home to be built. The home is 30 x 30 and the drawings are in the photo.

Public: To Be Built 2 Story 3 Bedroom 2 1/2 bath colonial. This home features an open floor plan on the first floor with hardwood floors throughout. Large kitchen with solid counters. 2nd floor features 3 bedrooms with carpet. Full hall bath with tub and the master bath features a stand up shower with


EXHIBIT E

contractible. The base rent will open and utilities 10/01/2020. Builder has many years experience.

### Listing Office

Listing Agent: [Shawn Little](#) (3019654) (Lic# 638246) (443) 564-8385  
 Listing Agent Email: [shawn@shawnlittleteam.com](mailto:shawn@shawnlittleteam.com)  
 Broker of Record: Georgeanna Garceau (29330) (Lic# Unknown)  
 Listing Office: [Garceau Realty](#) (GARC1) (Lic# Unknown)  
 303 Main St S, Bel Air, MD 21014  
 Office Manager: Kelly Sultan (3052316) (Lic# Unknown)  
 Office Phone: (410) 803-0714 Office Fax: (443) 640-1416

### Showing

Appointment Phone: (443) 564-8385  - [Schedule a showing](#)  
 Showing Contact: Showing Contact 1 Lock Box Type: None  
 Contact Name: Garceau Realty  
 Showing Requirements: Drive By, No Sign on Property, Vacant  
 Directions: Oak Drive off of Windsor Mill to rt on North Ave. Home is to be built to the left of 5413 W North Ave

### Compensation

Buyer Agency Comp: 2.5% Of Base Sub Agency Comp: 2.5% Of Base  
 Dual/Var Comm: No

### Listing Details

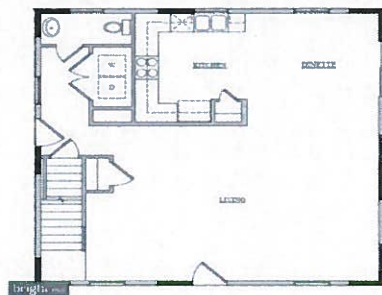
Original Price:	\$305,000	Owner Name:	Jacqueline M Longley
Vacation Rental:	No	DOM / CDOM:	38 / 38
Listing Agrmnt Type:	Exclusive Agency	Original MLS Name:	BRIGHT
Prospects Excluded:	No	Home Warranty:	Yes
Listing Service Type:	Full Service		
Dual Agency:	Yes		
Sale Type:	Standard		
Listing Term Begins:	01/26/2020		
Listing Entry Date:	01/26/2020		
Possession:	Negotiable, Settlement		
Federal Flood Zone:	No		







Rendition of Home to be Built





# EXHIBIT

# F

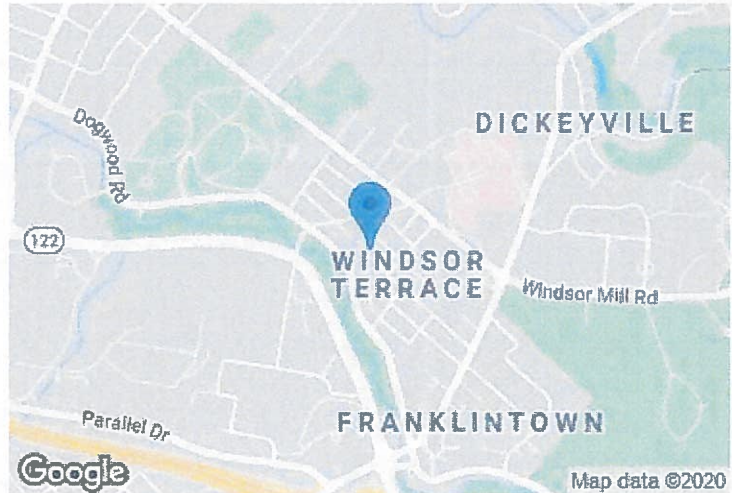
Agent Full

5411 W North Ave, Baltimore, MD 21207

Active

Residential

\$305,000



MLS #: MDBC483454  
 Tax ID #: 04011800011657  
 Ownership Interest: Fee Simple  
 Structure Type: Detached  
 Levels/Stories: 2  
 Waterfront: No  
 Garage: No

Beds: 3  
 Baths: 2 / 1  
 Above Grade Fin SQFT: Assessor  
 Year Built: 2020  
 New Construct: Yes - Not Completed  
 Style: Colonial  
 Central Air: Yes  
 Basement: Yes

### Location

County:	Baltimore, MD	School District:	Baltimore County Public Schools
In City Limits:	No	Election District:	1
Legal Subdivision:	WINDSOR TERRACE		
Subdiv / Neigh:	WINDSOR TERRACE		

### Taxes and Assessment

Tax Annual Amt / Year:	\$569 / 2019	Tax Assessed Value:	\$47,000 / 2019
County Tax:	\$569 / Annually	Land Assessed Value:	\$47,000
Clean Green Assess:	No	Special Assmt:	
Zoning:	RESIDENTIAL	Land Use Code:	010
		Block/Lot:	8 / 26

### Rooms

	Bed	Bath
Main		1 Half
Upper 1	3	2 Full

### Building Info

Builder Name:	CRH Construction LLC	Construction Materials:	Block, CPVC/PVC, Vinyl Siding
Above Grade Fin SQFT:	Assessor	Flooring Type:	Carpet, Ceramic Tile, Hardwood
Basement Type:	Unfinished	Roof:	Shingle

### Lot

Lot Acres / SQFT:	0.14a / 6,000sf / Estimated	Lot Size Dimensions:	1.00 x
-------------------	-----------------------------	----------------------	--------

### Interior Features

Interior Features: No Fireplace, Built-In Microwave, Dishwasher, Disposal, Oven/Range-Electric, Refrigerator, Stainless Steel Appliances, Washer/Dryer Hookups Only, Accessibility Features: None

### Parking

Parking: Driveway Parking, Asphalt Driveway

### Utilities

Utilities: Ceiling Fan(s), Central A/C, Cooling Fuel: Electric, Electric Service: 200+ Amp Service, Heating: Heat Pump(s), Heating Fuel: Electric, Hot Water: Electric, Water Source: Public, Sewer: Public Sewer

### Remarks

Agent: This s a Home to be built. The home is 30 x 30 and the drawings are in the photo.


Public: To Be Built 2 Story 3 Bedroom 2 1/2 bath colonial. This home features an open floor plan on the first floor with hardwood floors throughout. Large kitchen with solid counters. 2nd floor features 3

EXHIBIT F

### Listing Office

Listing Agent: [Shawn Little](#) (3019654) (Lic# 638246) (443) 564-8385  
Listing Agent Email: [shawn@shawnlittleteam.com](mailto:shawn@shawnlittleteam.com)  
Broker of Record: [Georgeanna Garceau](#) (29330) (Lic# Unknown)  
Listing Office: [Garceau Realty](#) (GARC1) (Lic# Unknown)  
303 Main St S, Bel Air, MD 21014  
Office Manager: Kelly Sultan (3052316) (Lic# Unknown)  
Office Phone: (410) 803-0714 Office Fax: (443) 640-1416

### Showing

Appointment Phone: (443) 564-8385  - [Schedule a showing](#)  
Showing Contact: Showing Contact 1 Lock Box Type: None  
Contact Name: Garceau  
Showing Requirements: Call First - Showing Contact  
Directions: Oak Drive off of Windsor Mill to rt on North Ave. Home is to be built to the left of 5413 W North Ave

### Compensation

Buyer Agency Comp: 2.5% Of Base Sub Agency Comp: 2.5% Of Base  
Dual/Var Comm: No

### Listing Details

Original Price:	\$305,000	Owner Name:	Jacqueline M Longley
Vacation Rental:	No	DOM / CDOM:	38 / 38
Listing Agrmnt Type:	Exclusive Agency	Original MLS Name:	BRIGHT
Prospects Excluded:	No	Home Warranty:	Yes
Listing Service Type:	Full Service		
Dual Agency:	Yes		
Sale Type:	Standard		
Listing Term Begins:	01/26/2020		
Listing Entry Date:	01/26/2020		
Possession:	Negotiable, Settlement		
Federal Flood Zone:	No		





Photo View

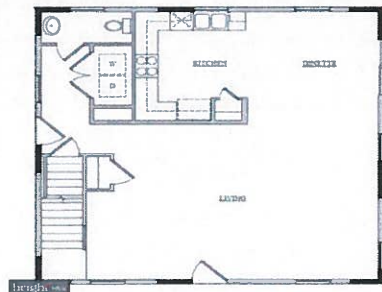
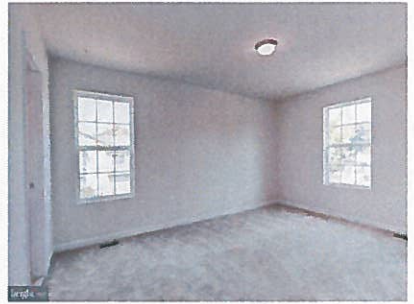
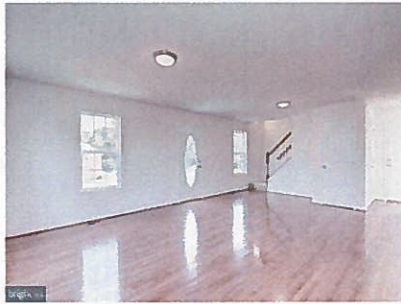
5411 W North Ave, Baltimore, MD 21207

Active

\$305,000

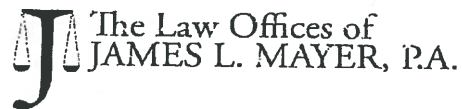


Rendition of Home to be Built



# EXHIBIT

# G



James L. Mayer  
[jmayer@jlmayerlaw.com](mailto:jmayer@jlmayerlaw.com)

January 29, 2020

Teresa M. Cooney  
[Tmcooney@jlmayerlaw.com](mailto:Tmcooney@jlmayerlaw.com)

Jennifer E. Borsoni  
[Jborsoni@jlmayerlaw.com](mailto:Jborsoni@jlmayerlaw.com)

CRH Contracting, LLC  
Charles R. Hoffman  
695 Garden Court  
Westminster, Maryland 21157

RE: Illegal Use of Plans-Eric Bers/The Palmetto Group

Dear Mr. Hoffman:

This office represents Eric Bers, the owner of intellectual property rights on house plans which he has used and implemented since 2017. It has come to the attention of my client that you are presently listing and advertising a house for sale at 2808 New York Avenue, Baltimore, Maryland 21227 which is obviously being constructed using plans identical, or confusingly identical, to the plans my client has used and continues to use.

Since my client has intellectual property rights in the plans you are using and expects soon to have a federal copyright, demand is hereby made that you cease and desist from completing construction of the residence at 2808 New York Avenue unless and until you enter into a licensing agreement and pay my client a reasonable licensing fee for use of its plans.

Demand is also made that you promptly cease and desist from using my client's plans and destroy all copies of such plans and provide a certification under oath to my client that you have fully destroyed such plans.

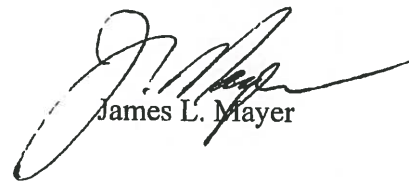
If you fail to cease construction and to destroy all copies of such plans, my client will take action against you in federal court to enforce its intellectual property rights. As part of that action, my client will include a demand damages, including any profit you realized from pirating his plans, damages for false advertising, punitive damages and attorney's fees as allowed by law.

CRH Contracting, LLC  
January 29, 2020  
Page 2

If you do not acknowledge that you will cease construction, my client will conclude that you do not intend to stop infringing his intellectual property rights and will also seek an injunction to prevent you from completing the residence without paying a proper license fee.

If we do not hear you within 7 days of the date of this letter, we will be entitled to assume that you do not agree to acknowledge my client's rights and my client will proceed accordingly.

Very truly yours,



James L. Mayer

cc: Eric Bers

# EXHIBIT

## H

---



SCALE: 1/4"=1'-0"

LEATHING. BRACED WALL LINES WITH CONTINUOUS  
TIED IN ACCORDANCE WITH THIS SECTION. ALL  
TERIOR WALLS ON THE SAME STORY SHALL BE

78 MARYLAND

## 2) CONTINUOUS SHEATHING

## IRC WALL BRACING

SCALE: 1/4" = 1'-0"

DATE: 7/2019

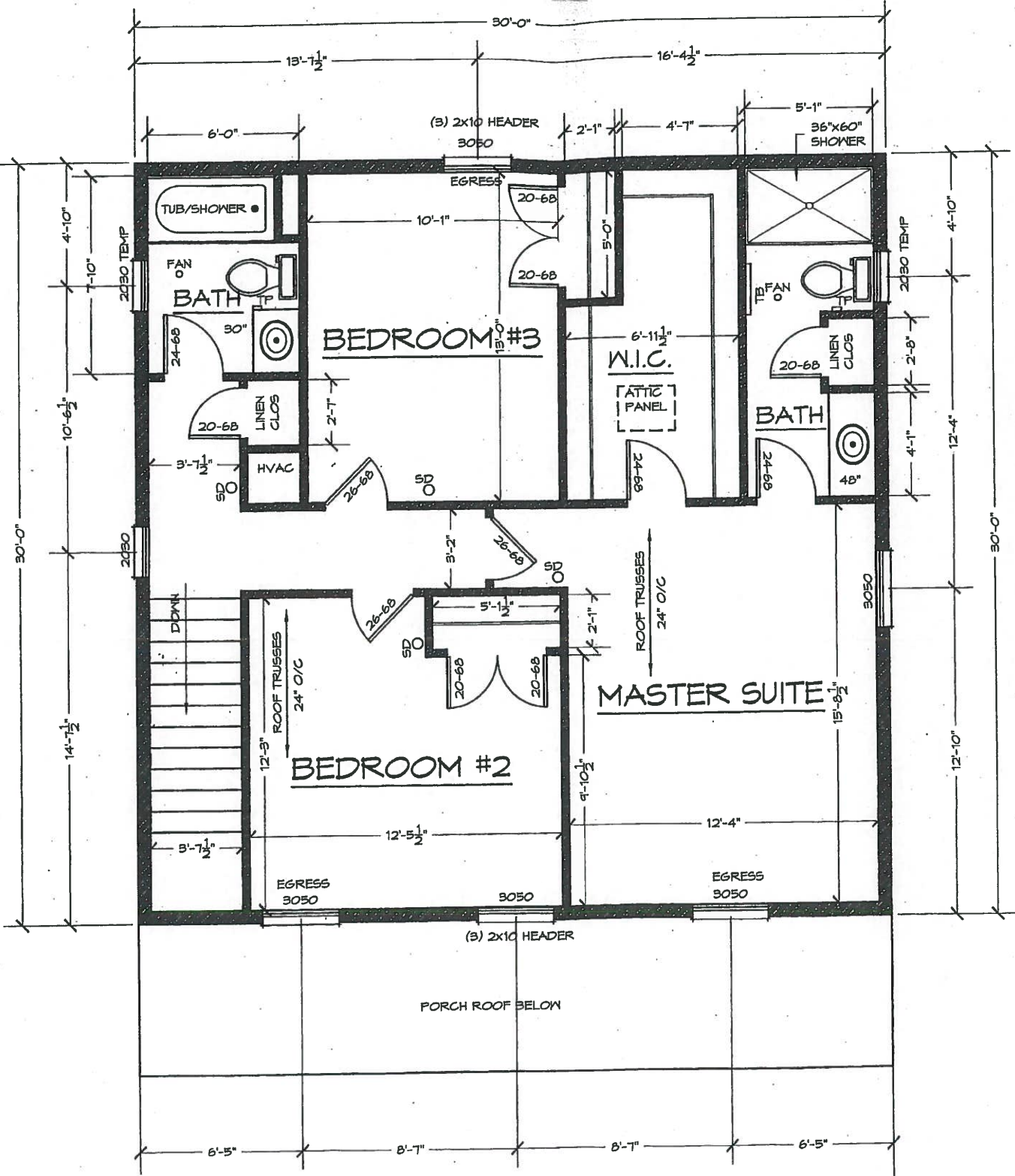
SHEET NO.: 3

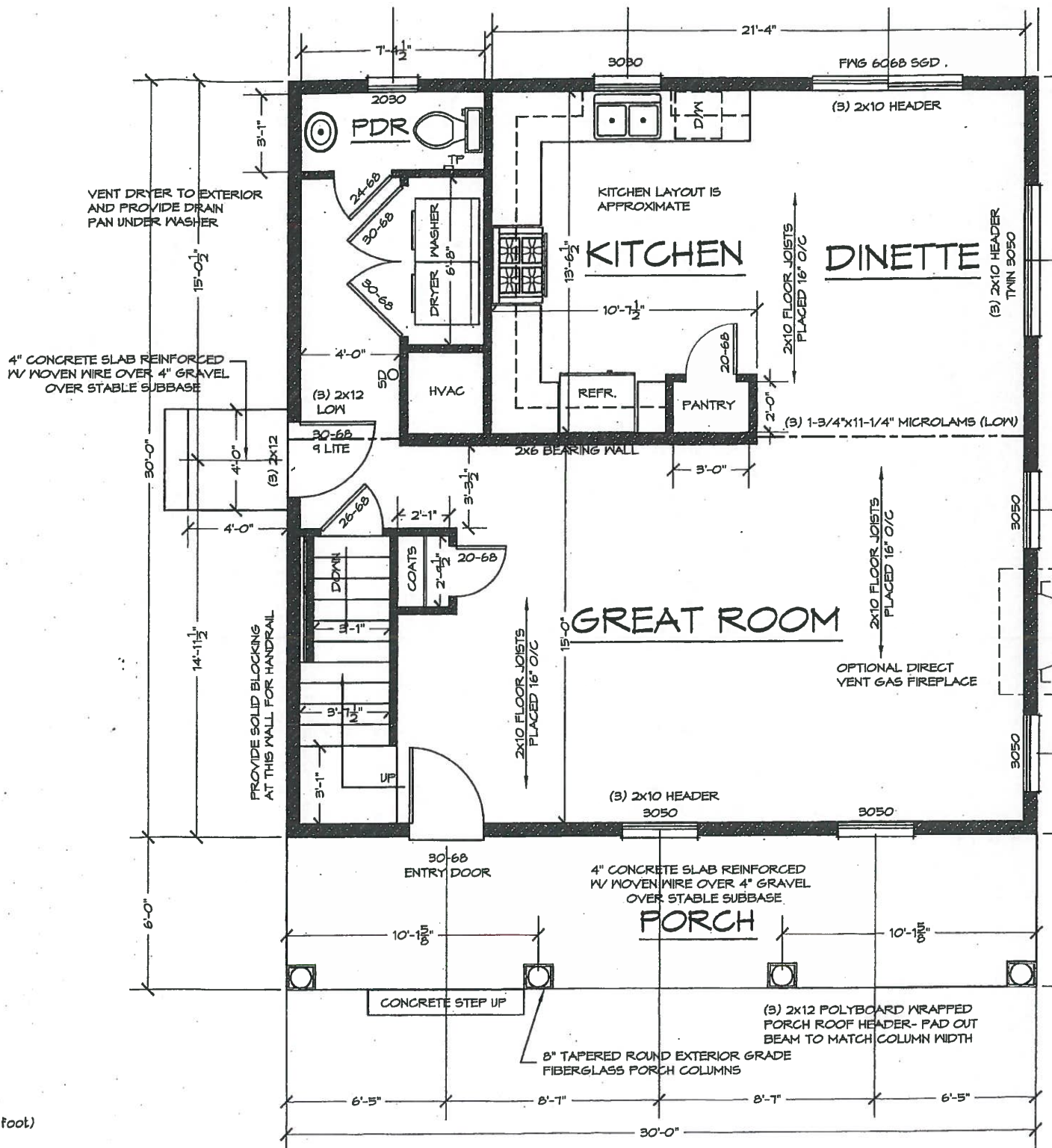
**GBL CUSTOM HOME  
DESIGN INC.**

PO BOX 237 FINKSBURG, MD 21048

PHONE 410-833-8320









# BASEMENT

5" DIA. LALLY COLUMN  
30"X30"X15' CONC. FOS

4" CONCRETE SLAB OVER  
6" GRAVEL AND 6" MIL VB

SECTK  
SCALE 1/4" = 1'

## GLAZING IN WINDOWS

IN AN INDIVIDUAL FIXED OR OPERABLE  
WINDOW SHALL BE CONSIDERED TO BE A H  
EXPOSED AREA OF AN INDIVIDUAL FI  
BOTTOM EDGE OF THE GLAZING IS LE  
TOP EDGE OF THE GLAZING IS MORE

FOR MORE WALKING SURFACES ARE N  
STRAIGHTLY AND IN A STRAIGHT LINE, OF THE  
TIONS:

DECORATIVE GLAZING.  
BE A HORIZONTAL RAIL IS INSTALLED,  
1265 (864 TO 965 MM) ABOVE THE WA

096216

4

APPROVED - BALTIMORE COUNTY

REVIEWER *[Signature]*

DATE *Aug 2019*

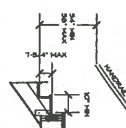
THE REVIEW OF THESE PLANS DOES NOT RELIEVE THE OWNER,  
THE REVIEWER, ENGINEER, OR CONTRACTOR OF ANY RESPONSIBILITY  
ARCHITECT, ENGINEER, OR CONTRACTOR MUST CONFORM  
WHATSOEVER FOR THE DESIGN, STRENGTH, OR SAFETY OF THE  
CONSTRUCTION. IT COVERS ALL CONSTRUCTION DETAILS SHOWN OR NOT SHOWN.  
TO THE BUILDING CODE, INCLUDING BASIC BUILDING CODE ITEMS.  
THE REVIEW OF THESE PLANS COVERS BASIC BUILDING CODE ITEMS.  
ADDITIONAL COMMENTS MAY BE ATTACHED

OFFICE - *[Signature]*

FIELD PLANS MUST REMAIN AT BUILDING SITE UNTIL COMPLETION

RECEIVED  
JUL 29 2020  
DEPARTMENT OF PERMITS  
APPROVALS AND INSPECTIONS

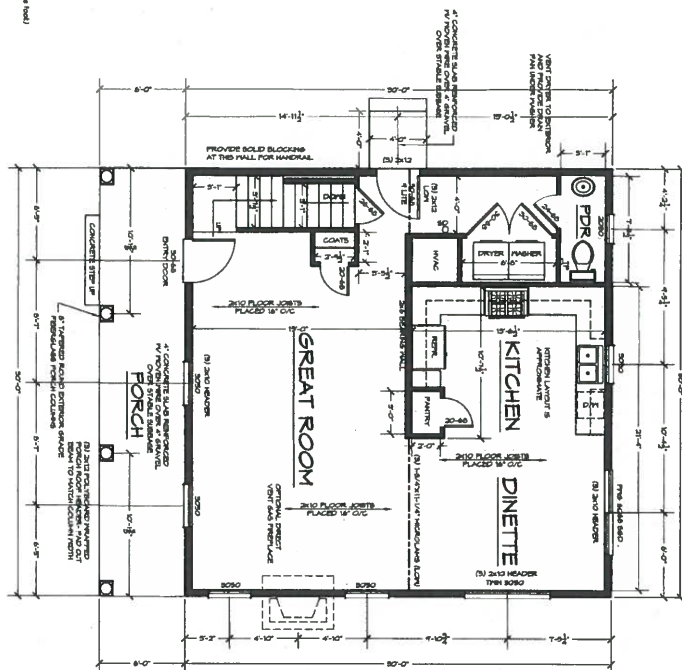




**TYPICAL STAIR SECTION**  
**NOT TO SCALE**

INDEXED IN ACCORDANCE WITH  
2015 EDITION OF RUS14

UNIT	UNIT LOAD
UNIVERSAL ATTOL TWO STROVE 13	50
UNIVERSAL ATTOL TWO STROVE 14	50
UNIVERSAL ATTOL LATTER STROVE IV FRED STROVE	50
BALCHES (STROVE) 1 DROVE 4	50
UNIVERSAL 3 UNIVERSAL 4	300
UNIVERSAL 5 UNIVERSAL 6	300
UNIVERSAL 7 UNIVERSAL 8	300
UNIVERSAL 9 UNIVERSAL 10	300
UNIVERSAL 11 UNIVERSAL 12	300
UNIVERSAL 13 UNIVERSAL 14	300
UNIVERSAL 15 UNIVERSAL 16	300
UNIVERSAL 17 UNIVERSAL 18	300
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UNIVERSAL 97 UNIVERSAL 98	300
UNIVERSAL 99 UNIVERSAL 100	300

[illegible]

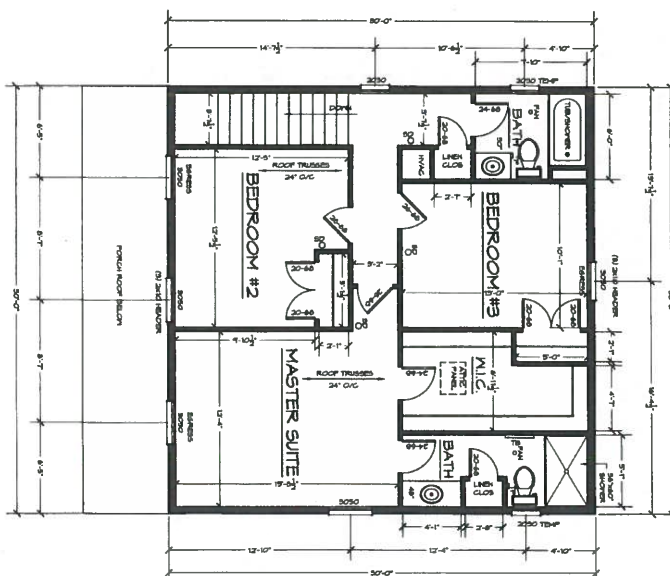
### FIRST FLOOR PLAN

FROM THE SHOWN VINT. - POSSIBLE NAME APPROX. 200 YEARS OR EARLIER

THIS HOME TO BE FULLY SPRINKLED.

GENERAL NOTES

RECEIVED SHIP ARE STANDARD 701L, 5225, VERRY PER UNAPPROVED, THAT SHOWN  
SHOWN HERE ON EXCESS BATTERY CLAM CRIBS 404A OR 51 50 FT. CLAM CRIBS  
FROM 0 TO 1 CLAM CRIBS 404B OR 52  
CONTRACTOR TO FIELD VERRY  
PHYSICAL BATTERY DELIVERIES TO BE MADE BY BATTERY BACKUP.  
1 PER BATTERY 3 IN 1 CENTRAL LOCATION PER LEVEL.  
REPLACE CATHODIC ANODE DELIVERIES TO BE MADE BY BATTERY BACKUP.  
IN CENTRAL LOCATION PER LEVEL.  
THE PHONE 3 TO BE BATTERY BACKUP PER COUNTY CODE



**SECOND FLOOR PLAN-**

B. SECOND FLOOR CEILING HEIGHT

RS02.10.4 CONTINUOUS SHEATHING. BRACED WALL LINES WITH CONTINUOUS SHEATHING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THIS SECTION. ALL BRACED WALL LINES ALONG EXTERIOR WALLS ON THE SAME STORY SHALL BE CONTIGUOUSLY SHEATHED.

### WALL BRACING DESIGN INFO:

LOCATIONS: BALTIMORE COUNTY, MARYLAND  
SHEATH CATERPILLAR 18  
PUMP SPEED: 10 MPH  
METHOD 3 (MOOD SHEATHING) CONTRACTOR SHEATHING  
METHOD 3 (SYNTH. BOARD)  
THESE DRAWINGS ARE LIMITED TO RC WALL BRIGONS  
REQUIREMENTS ONLY.

WORMMAN SEC. 2

SCALE: 1/4" = 1'-0"  
DATE: 7/2019

SHEET NO.

**GBL CUSTOM HOME  
DESIGN INC.**  
PO BOX 237 FINKSBURG, MD 21048  
PHONE 410-833-8320



HOFFMAN SPEC HOME

# EXHIBIT

## I

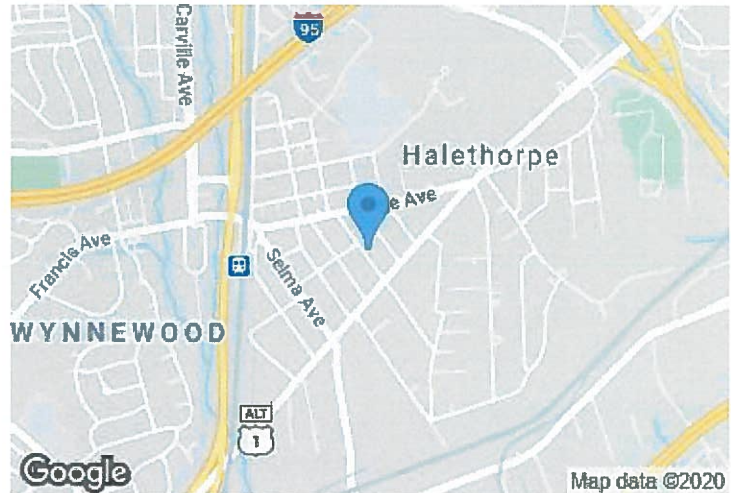
Agent Full

1827 Woodside Ave, Lansdowne, MD 21227

Pending

Residential

\$325,000



MLS #: MDBC490354  
 Tax ID #: 04131313550461  
 Ownership Interest: Fee Simple  
 Structure Type: Detached  
 Levels/Stories: 2  
 Waterfront: No  
 Garage: No

Beds: 3  
 Baths: 2 / 1  
 Above Grade Fin SQFT: 1,800 / Estimated  
 Price / Sq Ft: 180.56  
 Year Built: 2020  
 New Construct: Yes - Not Completed  
 Style: Colonial  
 Central Air: Yes  
 Basement: Yes

### Location

County:	Baltimore, MD	School District:	Baltimore County Public Schools
In City Limits:	No	High School:	Lansdowne High & Academy Of Finance
Legal Subdivision:	HALETHORPE	Middle/Junior School:	Arbutus
Subdiv / Neigh:	HALETHORPE/ARBUTUS	Elementary School:	Halethorpe
		Election District:	13

### Taxes and Assessment

Tax Annual Amt / Year:	\$615 / 2020	Tax Assessed Value:	\$50,800 / 2020
County Tax:	\$615 / Annually	Land Assessed Value:	\$50,800
Clean Green Assess:	No	Land Use Code:	010
Zoning:	RESIDENTIAL	Block/Lot:	499

### Rooms

	Bed	Bath
Main		1 Half
Upper 1	3	2 Full

### Building Info

Builder Name:	CRH Contracting LLC	Construction Materials:	Block, Brick, Vinyl Siding
Above Grade Fin SQFT:	1,800 / Estimated	Below Grade Unfin SQFT:	900 / Estimated
Total Below Grade SQFT:	900 / Estimated		
Total Fin SQFT:	1,800 / Estimated		
Total SQFT:	2,700 / Estimated		
Basement Type:	Interior Access, Unfinished, Walkout Stairs		

### Lot

Lot Acres / SQFT:	0.14a / 6,250sf / Estimated	Lot Size Dimensions:	1.00 x
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### Parking

Driveway - # of Spaces	2	Features:	Driveway
<b>Total Parking Spaces</b>	<b>2</b>		

### Interior Features

Interior Features: Attic, Carpet, Combination Kitchen/Living, Dining Area, Family Room Off Kitchen, Floor Plan - Open, Floor Plan-Traditional, Kitchen - Gourmet, Kitchen - Island, Master Bath(s), Pantry, Recessed Lighting, Sprinkler System, Walk-in Closet(s), Wood Floors, No Fireplace, Built-In Microwave, Dishwasher, Disposal, Oven/Range - Gas, Refrigerator, Stainless Steel Appliances,

EXHIBIT I

Accessibility Features: None

**Utilities**

Utilities: Central A/C, Energy Star Cooling System, Cooling Fuel: Electric, Heating: Forced Air, Programmable Thermostat, Heating Fuel: Natural Gas, Water Source: Public, Sewer: Public Sewer

**Remarks**

Agent: This is a Home to be built. The home is 30 x 30 and the drawings are in the photo.

Public: This Home is Under Construction. All photos are of another home by the builder. This home features 3 Bedrooms 2.5 Baths. It has an open floor plan with hardwood floors and an open kitchen with stainless appliances. The home also has an option for a finished basement. This Builder includes many features that others charge extra for. The Builder has many years experience building homes in the area and is very flexible with customizations.

**Listing Office**

Listing Agent: [Shawn Little](#) (3019654) (Lic# 638246) (443) 564-8385  
 Listing Agent Email: [shawn@shawnlittleteam.com](mailto:shawn@shawnlittleteam.com)  
 Broker of Record: Georgeanna Garceau (29330)  
 Listing Office: [Garceau Realty](#) (GARC1)  
 303 Main St S, Bel Air, MD 21014  
 Office Manager: Kelly Sultan (3052316)  
 Office Phone: (410) 803-0714 Office Fax: (443) 640-1416

**Showing**

Appointment Phone: (410) 803-0714  - [Schedule a showing](#)  
 Showing Contact: Showing Contact 1 Lock Box Type: SentiLock  
 Contact Name: Garceau Realty  
 Showing Requirements: Drive By  
 Directions: Woodside Avenue north of Washington Blvd. Home to be built, lot on right.

**Compensation**

Buyer Agency Comp: 2.5% Of Gross Sub Agency Comp: 2.5% Of Gross  
 Dual/Var Comm: No

**Listing Details**

Original Price: \$325,000 Owner Name: CRH Contracting LLC  
 Vacation Rental: No DOM / CDOM: 46 / 46  
 Listing Agrmnt Type: Exclusive Agency Original MLS Name: BRIGHT  
 Prospects Excluded: No Off Market Date: 05/15/20  
 Listing Service Type: Full Service  
 Dual Agency: Yes  
 Sale Type: Standard  
 Listing Term Begins: 03/31/2020  
 Listing Entry Date: 03/31/2020  
 Possession: Settlement

**Sale/Lease Contract**

Selling Agent: [Kathy Mantione](#) (26877) (Lic# 50925) (443) 618-3832  
 Selling Agent Email: [kmantione@cbmove.com](mailto:kmantione@cbmove.com)  
 Selling Office: [Coldwell Banker Residential Brokerage](#) (CBRB29)  
 Shawn Guzzo (3049188)  
 170 Jennifer Rd Ste 102, Annapolis, MD 21401-0000  
 Office Phone: (410) 224-2200 Office Fax: (410) 224-2258  
 Agreement of Sale Dt: 05/14/20 Close Date: 09/01/20  
 Last List Price: \$325,000.00







Photo of Model at Different Location





# EXHIBIT

# J



